

DATE

NAME

ADDRESS

CITY, STATE, ZIP

RE: 24535 OWNERS CORP.
APARTMENT
SELLER'S NAME TO PURCHASER'S NAME

Dear Purchaser:

We have received a copy of the Contract of Sale by which you have agreed to purchase the shares pertaining to the above apartment. In order for us to prepare our file for submission to the Board of Directors so your review and/or interview can be scheduled, we are enclosing the following:

- 1) Application for Approval of Sale of Shares and Affidavit as to Net Worth and Income. Complete both forms and have your signature notarized where required. Return the completed forms with:
 - a. Three letters of personal reference, three letters of business reference, a letter from your employer stating your position, prospects and salary, a letter of reference from your current landlord or managing agent, a copy of your last income tax return, complete, signed and dated with all schedules and W2 forms attached.
 - b. Where you have listed assets, we will require a Statement of Verification from the source. All assets listed must be verified. In most cases, a photocopy of the most recent account statement for each account listed will suffice. Please note that ATM slips are not acceptable.
- 2) Please execute one copy of each of the following and return with the above forms. One additional copy of provided for your records.

Disclosure of Information of Lead-Based Paint. Please initial sections c & d, check your response to section e, sign, date and return.

Damage Deposit Agreement

Annual Notice for Prevention of Lead-Based Paint Hazards

Service Agreement. We perform services for you, and on your behalf for the cooperative. Please return this form with the required fee.

Receipt of House Rules

Contact Information Form.

Receipt of Emergency Preparedness Guide.

Special House Rules Addendum

Receipt of Amendment to Proprietary Lease

Pet Registration Form

Assumption of Structural Alterations Agreement

Bedbug Infestation History

When your lending institution has issued the loan commitment, we will require a signed copy and a copy of the loan application, and three originals of the AZTECH form of Recognition Agreement. Please be certain to arrange for your attorney to mail a photocopy of the UCC, judgment and lien search to my attention in our Plainview office. If you are obtaining any grant(s) in conjunction with your purchase, you must provide our office with a copy of the grant award letter(s), as well as three original AZTECH form recognition agreements, with respect to each proposed grant. These materials must be submitted with your share purchase application, so they may be reviewed by our office and considered by the Board of Directors.

We are also enclosing a set of informative letters and notices that have been distributed previously to all owners. Additionally, enclosed please find a Notice Disclosing Tenants' Rights to Reasonable Accommodation for Persons with Disabilities. Also enclosed, please find the Flood History and Risk Lease Notice to Residential Shareholders/Tenants.

When all of the above have been received at our Long Island office, reviewed and verified, we will send your file to the Board of Directors and your review and/or interview will be scheduled. Papers that are faxed to our office are not acceptable. Please note that from the date a 100% application packet is delivered to our office it will take approximately seven business days for the packet to be processed and prepared for submission to the Board of Directors.

If you have any questions, please call Valerie Cusano or Lisa Pietropaolo at 516/349-0540.

Very truly yours,

ALEXANDER WOLF & CO., INC.

Enclosures

SERVICE AGREEMENT

DATE

NAME
ADDRESS
CITY, NY, ZIP

RE: 24535 OWNERS CORP.
APARTMENT
SELLER'S NAME TO PURCHASER'S NAME

Dear Purchaser:

We have received a copy of the executed Contract of Sale by which you have agreed to purchase the shares of stock of the above Cooperative Corporation. As Managing Agent, we represent the Cooperative in connection with the sale. While we represent the Cooperative, there are specific services that are performed on behalf of the Purchaser for which a fee is required in accordance with the terms of the Proprietary Lease. The services we perform for the Purchaser are as follows:

1. Review of the Contract of Sale to ensure that in form and content, it complies with the requirements of the Cooperative.
- 2) Conferences with the attorneys for both Purchaser and Seller.
- 3) Secure and verify financial statements and references of the Purchaser.
- 4) Arrangement of interview or review by the Board of Directors.
- 5) Review of Recognition Agreement and supervision of its execution where a purchase loan is involved.
- 6) Verification of payments of maintenance and assessments to date of closing.

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For services rendered, a fee of (\$) dollars will be paid to Alexander Wolf & Company, Inc. upon the return of this executed agreement. This fee is non-refundable in the event that the Contract of Sale is declared null and void or your application to purchase shares is rejected by the Board of Directors of the Cooperative Corporation. An additional administrative fee of fifty (\$50) dollars will be charged for any dishonored check.

Be advised that you may also be billed for messenger services that we may incur in transporting documents to and from the Board of Directors.

All documentation submitted in connection with your application becomes the property of the cooperative and cannot be returned. Please do not send us originals of such important documents as account statements or tax returns, as they cannot be returned to you.

Please bring a photo driver license to the closing for identification purposes. This is a condition of closing.

Please indicate your acceptance and approval in the space provided below and return a copy of this agreement to the undersigned.

Please note that in the event the application for approval of the sale of shares is declined, the Board of Directors is not required to provide a reason for their denial.

Very truly yours,

ALEXANDER WOLF & COMPANY, INC.

APPROVED AND CONSENTED TO:

DATED: _____

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Also, please advise your attorney that this closing must be scheduled to take place in the offices of the Managing Agent, located at One Dupont Street, Suite 200, Plainview, NY 11803-1604.

In the event that the closing is adjourned to a later date after it has commenced, or if the parties do not give the Managing Agent at least three (3) business days advance notice of the postponement of a scheduled closing, the Managing Agent shall charge and collect at the adjourned closing, at the reconvening, or if not reconvened, at any time thereafter, an additional fee of three hundred fifty (\$350) dollars from the party responsible. If responsibility cannot be determined, the parties to the Contract of Sale shall divide the fee and each pay one-half of the three hundred and fifty (\$350) dollars fee. This fee shall be over and above the closing, processing, overtime or any other fees charged by the Managing Agent.

Where Powers of Attorney are to be used at the closing, copies of the executed powers of Attorney must be presented to the office of the Managing Agent a minimum of two weeks in advance of closing.

Please note that entry to our office building is not handicap accessible. If this will prevent you from personally attending the closing, please have your attorney discuss with our Legal Department far in advance of the proposed closing, so that arrangements to accommodate can be addressed timely.



ALEXANDER WOLF & COMPANY, INC.
Providing Service for More Than Forty Years

Please direct all communication
to our Corporate Headquarters

One Dupont Street, Suite 200
Plainview, NY 11803
Tel: 516.349.0540
Fax: 516.349.7751
www.alexanderwolf.com

Legal Dept Fax:
516.719.0096

APPLICATION FOR APPROVAL OF SALE OF SHARES

DATE

The Board of Directors of _____
is hereby requested to approve a sale of _____ shares pertaining to Apartment # _____ to the applicant
named below:

1. Applicant's Name: _____ SS# _____
Cell or Daytime phone number where applicant can be reached: _____
2. Applicant's E-mail Address: _____
3. Spouse's/Co-Applicant's Name: _____ SS# _____
4. Spouse's/Co-Applicant's E-mail Address: _____
5. Home Address & Telephone Number: _____
6. (A) Occupation: _____ (B) If self-employed, state name,
address, telephone #, and nature of business: _____

(C) If not self-employed, state name/address/phone number of employer: _____

(D) State approximate length of time of present employment: _____
7. (A) Co-Applicant's Occupation: _____ (B) If self-
employed, state name, address, telephone #, and nature of business: _____

(C) If not self-employed, state name/address/phone number of employer: _____

(D) State approximate length of time of present employment: _____

8. Estimated Annual Income from Occupation: _____

Co-Applicant's Annual Income: _____ Annual income from all other sources (describe):

TOTAL ANNUAL INCOME OF APPLICANT AND CO-APPLICANT: _____

9. Do you intend to occupy the apartment for residential purposes? _____

10. Do you intend to use the apartment to any extent for any professional or business purposes? _____

If so, state full details: _____

11. Applicant's Family consists of: (If there are any children, list their ages)

12. Please list names and relationships, including the applicant's of all person(s) who will reside in the apartment.

NAME

RELATIONSHIP

13. Financial References:

(A) Bank Reference: _____
(Name and Address)

(B) Business Reference: _____
(Name and Address)

14. (A) Present Landlord/Managing Agent: _____
(Name, Address, and Telephone Number)

(B) Premises and Dates of Occupancy: _____

From: _____ To: _____

15. Personal References:

NAME	ADDRESS/TELEPHONE #	RELATIONSHIP TO APPLICANT AND CO-APPLICANT
------	---------------------	---

1. _____

2. _____

3. _____

4. _____

16. If you know any persons presently residing at _____,
(Name of Cooperative)

Please list their names: _____

17. Schools and colleges attended by applicant, co-applicant(s) and children. Name class in each case:

18. Address of any additional real property owned or leased by applicant and co-applicant(s): _____

(Indicate whether you own, lease as owner, or rent as the tenant)

19. Are any pets to be maintained in the apartment? _____ If answer is yes, indicate number, kind and breed: _____

20. List exact name or names in which stock certificate is to be issued:

21. Applicant's Attorney's Name: _____

Address: _____ Telephone Number: _____

22. The apartment to which the shares being purchased pertain, consists of _____ rooms, including _____ bedrooms. Estimated square footage is _____.

23. Do you intend to perform any alterations or renovations to the apartment? _____ If so, please describe:

24. Are you a citizen of the United States? _____ If not, indicate whether you are in this country legally and provide supporting documentation. _____

The undersigned Applicant(s) understand(s) that the consent of _____ is (Name of Cooperative Corporation)

required to the proposed conveyance of shares, thereof, and that the Board of Directors will rely on the information furnished above, as well as other documentation provided with my/our share purchase application. The undersigned also understands that the information requested is essential to the application since

_____ is a cooperative apartment house/community

(Name of Cooperative Corporation)

in which the stockholders-lessees reside and because of their desire to maintain a compatible group of residents in the Cooperative. Applicant(s) understand(s) that the Cooperative Corporation reserves the right to request further information from Applicant(s). Applicant(s) further understand(s) that _____,

(Name of Cooperative Corporation)

its officers, directors, and agents shall have no liability with respect to any contract contemplated herein, and that the Cooperative Corporation, its officers, directors, and agents make no representation with respect to the value of the stock pertaining to the individual apartment involved, nor any recommendation to the prospective Purchaser with respect to the advisability of the purchase thereof. Applicant(s) agree(s) to meet in person with representatives of the Cooperative Corporation, if requested. Applicant(s) has/have submitted payment for certain fees including but not limited to fees to check applicant's credit and to process this application to acquire shares.

Applicant(s) acknowledge(s) that the application to acquire the shares may or may not be consented to by the Board of Directors of the Cooperative Corporation in its sole discretion, and that if the application is not consented to, no reason for the failure to consent needs to be given. Whether the application is approved or not approved, certain fees, costs and expenses will be incurred by applicant(s), and that said fees, costs and expenses will not be refunded or reimbursed to the applicant(s).

The applicant(s) release(s) the Cooperative Corporation, its officers, directors, and the managing agent from any liability for the return of these fees and with respect to any fees, costs, and expenses incurred by applicant(s) in connection with all aspects of the share purchase application process, and agree(s) that in the event the applicant(s) seek(s) recovery of any such fees, costs, or expenses, the applicant(s) shall be liable for all fees, costs and expenses (including attorney's fees) incurred by the Cooperative Corporation and/or managing agent, in defending and/or refuting any such claim or alleged claim.

Sworn to me this

_____ day of _____, 20_____

Applicant's Signature

Notary Public

Co-Applicant's Signature

AFFIDAVIT AS TO NET WORTH AND INCOME

(Note: If purchase, loan, or sublease is being made by more than one person, each applicant must submit an affidavit as to the applicant's net worth and income. Applicant(s) must initial pages 1 and 2.)

State of New York)
: ss. :
County of _____)

_____, being duly sworn, deposes and states the
(Name)
following:

I submit herewith a true statement of my assets, liabilities, and current net income. I make this affidavit in order to induce the Board of Directors of:

(Name of entity to which you are making application)
to approve the following:

(Cross out inapplicable portions)

1) The transfer to me of stock of said corporation now owned by _____
[Name(s) of Seller(s)]
_____ and the assignment to me of the lease of
apartment _____ at _____
(Name of entity to which you are making application)

2) The borrowing by me of \$ _____ on the security of stock of _____
(loan amount) _____
(Name of
entity to which you are making application)

which is now, or hereafter, will be owned by me.

I/We hereby represent to the Board of Directors that the loan amount reflected in the loan commitment furnished to the Board represents the full amount of financing I/we are obtaining.
I/We understand that the Board will rely upon this material representation in considering approval of my/our financing application.

Applicant's Initials _____

Note: If value of any asset is not determinable in open market, set forth basis of valuation.

Cash in Bank

Account Number/Institution

Amounts

Checking Accounts

Savings Accounts

Certificates of Deposit

Securities

Stocks

Bonds

IRA/401K

Annuities

Real Estate (Specify nature and location of property)

Other (Describe. If you are receiving or have received a gift, please so state, and indicate the amount. If the gift has not yet been given, provide a letter from the donor describing the gift, and a copy of an account statement of the donor showing from where the gift will be derived.)

Total Assets: \$ _____

LIABILITIES

(State nature and Amount): \$ _____

Total Liabilities: \$ _____

Applicant's Initials _____

Net Worth: \$ _____

INCOME

Salary _____

Pension _____

Social Security _____

Profit from Wholly-Owned Business _____

Profit from Partnership _____

Dividends _____

Interest _____

Other (Specify) _____

\$ _____
Total Annual Income

Signature _____

Signature _____

Sworn to before me this

_____ day of _____ 20 ____.

Notary Public

Alexander Wolf & Company, Inc.
One Dupont Street, Suite 200
Plainview, NY 11803-1604

Gentlemen:

In order for you to comply with the provisions of Section 606 of the Fair Credit Reporting Act, I authorize you to retain a Credit Reporting Agency which agency may obtain, prepare, and furnish reports concerning me and my character, general reputation, personal characteristics, and mode of living.

I understand that upon request, I am entitled to a disclosure of the nature and scope of the investigation to be requested by you of said Credit Reporting Agency.

I also understand that the Credit Reporting Agency requires that you authenticate my identity, which you will do by reviewing my current government issued photo identification, a copy of which I have attached, and that you provide them with my date of birth, indicated below, so that the Credit Reporting Agency may confirm that any credit report it runs is, in fact, provided with respect to the correct person.

Signed _____

Dated: _____

_____ Photo identification attached.

Name: _____ ; Date of Birth: _____

Name: _____ ; Date of Birth: _____

RE: **24535 OWNERS CORP.**

APT: _____

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

Lead Warning Statement

Every purchaser of any interest 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 Acknowledgement (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 Acknowledgement (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 _____
24535 Owners Corp. by Alexander Wolf & Co., Inc. as Managing Agent

Agent _____ Date _____ Agent _____ Date _____

By _____
Steven Mirsky, Vice President

Steven Mirsky

DAMAGE DEPOSIT AGREEMENT
MOVE IN/OUT

24535 OWNERS CORP.
c/o Alexander Wolf & Company, Inc.
One Dupont Street
Plainview, NY 11803

RE: Apartment : _____

I/We have been advised that the Board of Directors of 24535 Owners Corp. requires the deposit of \$250 by certified or bank check, to be paid by each party for the move-in and move-out respectively, to indemnify the corporation against any loss which may be sustained resulting from damage to the building or its property in connection with my/our move.

It is understood that I am to arrange an inspection of the premises by the superintendent of the building immediately after the completion of my move and if damage has occurred, I agree that the cost of repairs will be deducted from my deposit and the balance, if any, shall be refunded to me/us within 14 days of my returning this completed form. If there is no damage, the deposit will be refunded in full. If there is damage which exceeds \$250, I/we will pay the amount of all additional damages within ten (10) days of receipt of notification by the corporation of the amount due.

In order to secure my/our refund, if any, a copy of this form and the attached elevator inspection form signed by the superintendent, must be returned to the office of the Managing Agent by the party moving.

Note also that there is absolutely no move into or out of the building after 5PM Monday-Friday, and absolutely no moves can occur Saturdays or Sundays. Anyone who appears at the building after 5PM will be turned away.

Very truly yours,

MOVING PARTY

MOVING PARTY

Date: _____

New address: _____

NOTE: THE MANAGING AGENT MAY NOT REFUND THE DAMAGE DEPOSIT TO ANY PARTY UNTIL BOTH THE DAMAGE DEPOSIT AGREEMENT AND ELEVATOR INSPECTION FORM COMPLETED BY THE SUPERINTENDENT AND RETURNED TO THE OFFICE OF THE MANAGING AGENT BY THE SHAREHOLDER OR SUBTENANT.

TO BE COMPLETED BY THE SUPERINTENDENT AFTER MOVE-OUT OR MOVE-IN:

THE MOVE-OUT/MOVE-IN (CIRCLE ONE) OF THE ABOVE APARTMENT HAS TAKEN PLACE
ON _____ (DATE) AND (CHECK ONE):

() NO DAMAGE HAS OCCURRED TO THE COMMON AREAS.
() THE FOLLOWING DAMAGES HAVE OCCURRED TO THE COMMON AREAS:

Superintendent

Date

APPENDIX B
ANNUAL NOTICE FOR PREVENTION OF LEAD-BASED PAINT HAZARDS—INQUIRY
REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in your dwelling unit (apartment). If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age lives in the unit you should also inform the owner immediately if you notice any peeling paint or deteriorated surfaces in the unit during the year. You may request that the owner provide you with a copy of any records required to be kept as a result of a visual inspection of your unit.

Please complete this form and return one copy to the owner or his or her agent or representative by February 15th. Keep one copy of this form for your records.

CHECK ONE: A child under six years of age resides in the unit

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

(Occupant signature)

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

RETURN THIS FORM TO: _____

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

RECEIPT OF HOUSE RULES AND REGULATIONS

Board of Directors
24535 OWNERS CORP.
c/o Alexander Wolf & Company, Inc.
1 Dupont Street, Suite 200
Plainview, New York 11803

RE: Apartment _____

Dear Board Members:

As prospective shareholder(s) and proprietary lessee(s) of the above apartment
I/we acknowledge receipt of the House Rules and Regulations of 24535 Owners
Corp.

Very truly yours,

24535 OWNERS CORP.
245 EAST 35TH STREET – NEW YORK, N.Y. 10016

HOUSE RULES

FOR

24535 OWNERS CORP.
245 EAST 35TH STREET
NEW YORK, NY 10016

24535 OWNERS CORP.
245 EAST 35TH STREET – NEW YORK, N.Y. 10016

Revised: January 13, 2023

HOUSE RULES

(1/23)

For ease in communication, the term Tenant in this document shall apply to all Tenants, Owners, Lessees and Sub-tenants.

The purpose of this document is to establish a standard by which all residents of the building can be guided so as to maintain a high standard and pleasant living environment. The objective is to provide a better place to live for all of us without unduly placing over-restrictive rules. While the rules may, on occasion, seem inconvenient, they must be adhered to in order to be fair to all tenants.

The building has 114 Tenants who, if all did as they pleased, would result in a terribly chaotic living environment.

Recognizing that the Owners share any and all costs incurred, we have also attempted to levy costs, where appropriate, against those that incur them.

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24535 OWNERS CORP.
245 EAST 35TH STREET - NEW YORK, N.Y. 10016

EMERGENCY 911

POLICE 212-826-3211 17TH Precinct
167 East 51st Street

FIRE 212-628-2900

CO-OP BOARD

President	Richard J. Kostyra
Treasurer	Bogac Basiplikci
Secretary	Lorraine Antoniello
Director	Blair Katz
Director/Sponsor Rep	Brian Rafferty

CO-OP STAFF

Superintendent

Carlos Perez

Porter

Jose Pachay – Saturday-Wednesday – 8:00 a.m.-4:00 p.m.

Doormen

Tony A. Queylin

Michael Quinones

Derrick Tenn

Tony Salvador

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Derrick T. 7:30 AM-3:30 PM	Mike Q. 7:30 AM-3:30 PM	Tony Salvador 7:30 AM-3:30 PM	Tony Salvador 7:30 AM-3:30 PM	Tony Salvador 7:30 AM-3:30 PM	Tony Salvador 7:30 AM-3:30 PM	Tony Salvador 7:30 AM-3:30 PM
Matthew B. 3:30 AM-11:30 PM	Matthew B. 3:30-11:30PM	Derrick T. 3:30 PM-11:30 PM	Derrick T. 3:30 PM - 11:30PM	Matthew B. 3:30 PM-11:30 PM	Matthew B. 3:30 PM-11:30 PM	Matthew B. 3:30 PM-11:30 PM
Tony Q. 11:30 PM-7:30 AM	Tony Q. 11:30 PM-7:30 AM	Tony Q. 11:30 PM-7:30AM	Tony Q. 11:30 PM-7:30AM	Derrick T. 11:30 PM-7:30 AM	Derrick T. 11:30 PM-7:30 AM	Tony Q. 11:30PM-7:30AM
8:00 AM to 4:00 PM Jose P.	Jose P.	Carlos Perez Jose P.	Carlos Perez Jose P.	Carlos Perez Jose P.	Carlos Perez	Carlos Perez

24535 OWNERS CORP.
245 EAST 35TH STREET – NEW YORK, N.Y. 10016

Cop-op Web Site www.24535ownerscorp.com

Managing Agent
(owner units)

Mr. John D. Wolf, Sr.
Alexander Wolf & Company, Inc.
One Dupont Street, Suite 200
Plainview, NY 11803
Telephone: (516) 349-0540
Fax: (516) 349-7751
jwolf@alexanderwolf.com

“Holder of
Unsold Shares”

Roc Century
c/o Olnick Organization
600 Madison Avenue
New York, NY 10022
Telephone: (212) 415-4824
Fax: (212) 750-5016
jwolf@alexanderwolf.com

Managing Agent
(rental units for “Holder
Of Unsold Shares”)

Hampton Management
135 East 57th Street, 22nd Fl.
New York, NY 10022
Attention: Bonnie Jacobs
Telephone: (212) 835-2114
Fax: (212) 835-2402

24535 OWNERS CORP.
245 EAST 35TH STREET – NEW YORK, N.Y. 10016

SHARE DISTRIBUTION

	<u>Shares</u>		<u># Apartments</u>
Individually held	37,121	87.35%	101
“Unsold Shares”	<u>5,379</u>	<u>12.65%</u>	<u>14</u>
Total	42,500	100%	115

(at 3/23)

24535 OWNERS CORP.
245 EAST 35TH STREET – NEW YORK, N.Y. 10016

1. MAINTENANCE

- 1.1 Maintenance is due the first day of each month.
- 1.2 A late charge of \$25.00 will be assessed to each account in which maintenance payments are not received at the office of the Managing Agent by the 10th of the month in which they are due.
- 1.3 If delinquency continues into the 2nd month (past the 10th), or occurs a second time in a calendar year, a late charge of \$200.00 will be assessed for each month (past the 10th) payment is late.
- 1.4 The Board WILL NOT review for sublet or sale consideration any apartment that has not been in good standing for 2 full, consecutive months.
- 1.5 Automatic bank payment of maintenance is available.

2. PUBLIC/COMMON AREAS

- 2.1 The public halls or stairways of the building shall not be obstructed or used for any purpose other than entering and leaving the apartments and service areas in the building.
- 2.2 No articles, such as bicycles or mats, or storage of any materials, shall be placed in the hallways or the staircase landings.
- 2.3 Nothing shall be hung or shaken from the doors, windows, terraces or balconies.
- 2.4 Nothing shall be placed upon the windowsills of the building.
- 2.5 Children shall not play in the public halls, lobby, stairways, or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
- 2.6 Doctors who have offices in the building SHALL NOT be permitted to use the lobby as a waiting area for patients.
- 2.7 Any vandalism done to the premises will result in a \$500.00 fine, plus the cost of the repair.
- 2.8 The lobby is not to be used for meetings/gatherings, but rather as a waiting area for guests and tenants.

3. ROOF

- 3.1 The roof is open for sunbathing and viewing from 8:00 am to 11:00 pm, seven days a week.
- 3.2 Do not discard any objects, including cigarette butts, over the sides of the building or on the roof.
- 3.3 Remove all garbage before leaving roof.
- 3.4 Children shall not be permitted on the roof unless accompanied by a responsible adult.
- 3.5 Absolutely no private party groups permitted on the roof. Violations will result in a \$500 fine.
- 3.6 Do not walk on roof gravel.
- 3.7 Dogs should be walked off premises before entering the roof. Dogs are not allowed to urinate or defecate on the roof.

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- 3.8 Playing of music must be kept to a minimum, or use headphones.
- 3.9 Violators of these rules shall be subject to a \$100 fine per occurrence and forfeiture of roof privileges.

4. LAUNDRY ROOM

- 4.1 The laundry room is open 24 hours daily. Please discard all trash into the receptacles provided.

5. IN-APARTMENT RESTRICTIONS

- 5.1 The floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms and closets.
- 5.2 No radio or television aerial shall be attached to or hung from the exterior of the building.
- 5.3 No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building.
- 5.4 No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the prior written consent of the Board of Directors.

6. TERRACES

- 6.1 Terrace, balcony or roof plantings shall be contained in boxes impervious to dampness and elevated from the terrace, balcony or roof surface. Suitable weep holes shall be provided in the boxes to drain off water. It shall be the responsibility of the Tenant to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

7. EXTERMINATOR

- 7.1 Exterminator service will be made available to all Tenants on the first Wednesday of each month. To receive service, enter your name and apartment # on the Notice List on the mailroom bulletin board.
- 7.2 Contractors or workers, authorized by the Managing Agent or Board, 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, insects 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.
- 7.3 In this case, the Tenant may demand no more than 3 days notice.
- 7.4 If for any health-related reason a Tenant cannot have his or her apartment sprayed, he or she must submit just cause/proof to the Managing Agent in writing. The Board of Directors will review each such case separately and an appropriate alternative will be implemented.
- 7.5 If the measures to control or exterminate carpet beetles are necessary, the cost thereof shall be paid for by the Tenant.

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8. NOISE

- 8.1 No Tenant 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 Tenants.
- 8.2 No Tenant shall play or allow to be played any musical instrument, player, radio or television between the hours of eleven (11:00) o'clock p.m. and the following eight (8:00) o'clock a.m., if the same shall disturb or annoy other occupants of the building.

9. CONSTRUCTION

- 9.1 All construction, including but not limited to, adding or removing walls, cabinets, floor resurfacing etc., must be approved by the Board in writing prior to commencement of work.
- 9.2 Board approval requires that a Certificate of Insurance from the contractor listing the Co-op and Alexander Wolf & Company, Inc. as additional insureds, and a signed Alteration Agreement from the Tenant be provided to the Managing Agent.
- 9.3 No construction or repair work or other installation involving noise or odor (polyurethane) shall be conducted in any apartment except on weekdays (not including legal holidays), and only between the hours of 9:00 am and 5:00 pm.
- 9.4 The Tenant is responsible for any and all damage to the building or its contents caused by a Tenant's service or workers.

10. MESSENGERS

- 10.1 Messengers and trades people shall use such means of entry and exit as shall be designated by the Superintendent or Doorman on duty.
- 10.2 The Corporation shall not be responsible for any item delivered to or left with any employee of the Corporation. Any article delivered to, or left at the building, is at the sole risk and responsibility of the Owner.
- 10.3 No Tenant shall send any employee of the Co-op out of the building on any private business of a Tenant.

11. EXTERIOR ADDITIONS

- 11.1 No awnings, window air-conditioning units or other items visible from the exterior shall be installed or changed without prior written approval of the Board of Directors, nor shall anything be projected out of any window of the building without similar approval.

12. MAINTENANCE AND REPAIRS

- 12.1 All repair requests should be addressed as soon as identified to minimize cost, damage, and potential liability.
- 12.2 Under the terms of your Proprietary Lease:
 - The Corporation has the responsibility for the maintenance of those parts of the building structure which are used in common by all Tenants (entrance hall, basement, roof, etc.)
 - The Tenant/Owner is responsible for maintaining, repairing, and decorating individual apartments, as well as the fixtures and equipment therein.

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- 12.3 The Corporation will make available the building staff for minor maintenance and repairs at a nominal fee.
- 12.4 All ordinary day-to-day complaints and requests for service shall be made in writing to the Superintendent via the Work Order Form available from the Doorman. The Superintendent will do the work, or delegate the work to one of the staff.
- 12.5 To avoid any misunderstanding, the Superintendent has been instructed that, if asked to make repairs to or provide replacements for Tenant-Owners, he shall act only upon the completion of a Work Order Form.
- 12.6 Examples of work for which the Superintendent is available include:
 - a. Repair of leaky faucets and valves
 - b. Adjustments of flush tanks or flush meters
 - c. Adjustments of radiator valves and traps
 - d. Minor repairs to electric switches and outlets
 - e. Minor repairs to doors and windows
 - f. Minor adjustments to ranges and refrigerators
 - g. Other items the Superintendent feels competent and available to perform
- 12.7 If it is determined that the repair required is beyond the Superintendent's capability or availability, extensive plumbing or electrical work, the Superintendent will, at Tenant's request, arrange for a tradesman whose charges will be billed to the Tenant/Owner through Alexander Wolf & Company, Inc.
- 12.8 Cost for services conducted by the Superintendent will be billed by the Co-op at a rate of \$15.00 per half hour or part thereof, plus cost of materials.
- 12.9 Any Tenant/Owner is free to hire his own contractor. In such case, the Superintendent should be advised so that the contractor will be afforded access to the building.
- 12.10 Should Tenant/Owners wish to engage the services of members of the building staff for other work within their apartments, the Tenant/Owners should make their own financial arrangements with the employees who are available only when they are off duty.
- 12.11 If there is any question as to whether the responsibility for repair or replacement is that of the Corporation or of the Tenant/Owner, contact John Wolf, the Managing Agent, prior to work being started.
- 12.12 Tenants should receive satisfactory and prompt attention. If not, a follow up note to John Wolf, copying Board President (12A), is requested.

13. CLOGGED DRAINS

- 13.1 Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Owner in whose apartment it shall have been caused.

14. ANIMALS

Tenants shall be permitted to keep small animals as pets under the following circumstances:

- 14.1 Any Tenant who wishes to keep a dog, cat, or bird as a pet must make a written petition to the Board of Directors; the petition shall include an accurate description of the animal and its breed. The Board of Directors shall approve or disapprove each petition within 10 calendar days of the receipt of the petition. Such decisions by the Board of Directors shall be binding. All Tenants who have pets shall register their pets with the Board. Forms are available from the Doormen.
- 14.2 Under no circumstances shall any Subtenant be permitted to keep any animal as a pet.
- 14.3 No animal kept as a pet may interfere with the use and enjoyment of the building by the other Tenants.
- 14.4 The Board of Directors reserves the right to prohibit any pet that the Board of Directors determines to be interfering with the use and enjoyment of the building by the other residents.
- 14.5 The Board of Directors reserves the right to limit the size and number of pets that shall be permitted to be kept in any apartment by any Tenant. In no case, shall any Tenant be permitted to keep or harbor more than 2 dogs, cats, or birds, in any combination, in any apartment in the building, nor may any individual dog, cat, or bird exceed 30 pounds in weight when fully grown.
- 14.6 In no event shall any animals be permitted in any of the public halls, stairwells, lobby, or other common areas of the building unless carried or held on a leash.
- 14.7 If any pet urinates or defecates in any common area of the building, or damages any common area of the building, the Tenant who is keeping or harboring the pet shall be solely responsible for cleaning or repairing the affected or damaged area. The Board of Directors reserves the right to assess an appropriate fine against any Tenant who refuses to clean or repair any affected or damaged area.
- 14.8 Each Tenant who keeps any animal as a pet in the building shall indemnify the Cooperative and its Board of Directors and hold said parties harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the building.
- 14.9 No birds or animals shall be fed from the windowsills, terraces, balconies, backyard or other public portions of the building, or on the sidewalk or street adjacent to the building.

15. TRASH/GARBAGE

15.1 THE LAW REQUIRES RECYCLING of all plastic, glass metal containers, aluminum foil trays, newspaper, magazines, cardboard, phone books, and catalogs.

15.2 COMPLIANCE IS MANDATORY. Failure to comply may result in City fines which will be billed to offending residents.

15.3 All recyclable materials must be rinsed (to avoid vermin) and taken to the basement trash rooms (behind elevator) and placed in their proper large blue containers by residents

- . Metal Cans
- . Plastic bottles and jugs
- . Aluminum foil trays, i.e.: pie pans, take-out tins.
- . Glass bottles and jars – clear and colored
- . Newspapers, magazines, phone books, catalogs, cardboard.

15.4 **DO NOT RECYCLE:**

. Styrofoam, plastic-coated paper (milk cartons), plastic bags, wrap or film, plastic utensils, etc. should be placed in sealed garbage bags and deposited into the compactor chute.

. Aerosol cans or pump sprays, paint cans or chemical containers should be taken to the basement trash room and placed on the floor.

15.5 NOTHING IS TO BE LEFT IN THE STAIRWELLS.

15.6 All garbage will be placed in compactor chute with the exception of those to be taken to the basement for recycling as indicated on the sign in the compactor room.

COMPACTOR
DO NOT THROW DOWN CHUTE

LIT CIGARETTES, AEROSOL CANS, BOTTLES
WIRE HANGERS, NEWSPAPERS, CARTONS
TELEPHONE BOOKS, COMBUSTIBLES, CLOTHES
MAGAZINES, OR SHARP ARTICLES

15.7 Bags of garbage too large for the compactor should be placed on the first floor behind the service elevator. In no case should bags of garbage be left in the compactor rooms.

15.8 Large refuse, such as refrigerators, stoves, beds, etc. should be discarded privately, as the Corporation does not have the facilities to do so.

15.9 Contact the Superintendent or the Managing Agent when you wish to discard such items.

16. STORAGE

- 16.1 Because of limited space and fire regulations, the storage room is limited to small trunks, suitcases and containers.
- 16.2 Items not permitted include: furniture, mattresses, tires, sofas, highly combustible products, empty cardboard boxes and commercial equipment.
- 16.3 Each item placed in the basement storage area must be tagged with name and apartment #. Untagged items may be disposed of.
- 16.4 Tags are available from the Doormen.
- 16.5 The Co-op is not responsible for theft or damage to any goods left in the storage room.

17. BICYCLES/ROLLER BLADES

- 17.1 Bicycles are not permitted in the elevators.
- 17.2 Roller blades are not permitted in the halls, elevators, or lobby.
- 17.3 Locked bicycle storage is available in the basement, and the key to the room is kept with the Doormen.
- 17.4 Each bicycle placed in the basement storage area must be tagged with name and apartment #. Untagged bicycles may be disposed of.
- 17.5 The Corporation is not responsible for theft of or damage to bicycles or contents stored in the bicycle room.

18. MOVING

- 18.1 Any Tenant moving in or out of the building, or moving large items, MUST make arrangements with the Superintendent at least 24 hours prior to their actual move.
- 18.2 A security check of \$250.00 (certified check or money order) will be required prior to moving.
- 18.3 All such moves must be done through the service elevator and service entrance on Monday through Friday (excluding holidays) between the hours of 9:00 am and 5:00 p.m.
- 18.4 The appropriate elevator pads must be properly in place prior to the move.
- 18.5 Any damage sustained to the building will be the financial responsibility of the Tenant/Owner, and the appropriate account will be billed accordingly.

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19. SUBLetting

19.1 The Board WILL NOT review for sublet or sale consideration any apartment that has not been in good standing for 2 full, consecutive months. *Apartment must be owner occupied for a minimum of two (2) years before a shareholder can be eligible to sublet.*

19.2 The Corporation requires the following procedures for the subletting of an apartment.

- i) The Shareholder must apply in writing to the Board of Directors in care of Alexander Wolf & Company, Inc. for permission to sublet.
- ii) A proposed Sublet Agreement must be submitted to the Managing Agent.
- iii) The proposed Subtenant must provide the following documents:
 1. Three letters of personal references
 2. A letter of recommendation from their current landlord
 3. A letter from their employer stating position, salary, and length of service
 4. A completed application form
 5. A copy of the last income tax return W2 Form
 6. A list of all persons planning on occupying the apartment
- iv) The Subtenant must meet with the Interviewing Committee.
- v) The Subtenant must be approved by the Board of Directors before sublet can take place.
- vi) The term of any sublease will be for 12 months, no more, no less. All renewals must also be approved by the Board of Directors.
- vii) A sublet fee the equivalent of \$4,4694 per share shall be billed to the shareholder's maintenance account in twelve monthly installments. This fee is billed on renewals of existing approved sublets.
- viii) A processing fee of \$625.00 (presuming one applicant; add \$325.00 for each additional co-applicant) will be charged, payable to Alexander Wolf & Company, Inc. (each new sublet occupancy only). A renewal-processing fee of \$375.00 will be charged by Alexander Wolf & Company, Inc. The processing fee is not refundable (regardless of whether an application to sublet is approved, rejected or not completed by the shareholder/applicant). Note the processing fees cannot be remitted by the proposed subtenant/applicant. The check must be from the shareholder's checking account. Fees indicated herein may be subject to change.

20. SALES

20.1 The Board WILL NOT review for sublet or sale consideration any apartment that has not been in good standing for 2 full, consecutive months.

20.2 The following details the various procedures required by the Corporation from the seller and the purchaser in connection with the transfer of the ownership of stock, as well as those, which are performed on behalf of all of the parties by the Managing Agent.

20.3 When the Contract of Sale has been prepared by the attorney for the seller and executed by both parties, a photocopy must be sent to the office of the Managing Agent. Upon receipt, Steven Mirsky, who is an attorney, will review the agreement to ensure it conforms to the legal requirements of the Corporation. The parties may discuss the requirements with Mr. Mirsky prior to the signing of the agreement. No other application related materials are to be sent to the

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Managing Agent until the agent has reviewed the contract and provided the applicant with a full set of current purchase application requirements.

20.4 Once the Agreement is in satisfactory form, the Managing Agent will forward the following documents to the seller and/or buyer.

1. Statement of Managing Agent's Services. This form spells out the specific documents prepared by the Agent which are executed at closing. The detailing of this information is intended to avoid duplication on the part of the various attorneys performing services for the seller, buyer and Cooperative. An outline of the services provided are as follows:
 - a. Review of the Contract of Sale.
 - b. Conference with attorneys.
 - c. Secure and verify financial statements and references.
 - d. Arrangement of interview by the Board of Directors.
 - e. Preparation of legal documents relating to sale of apartments.
 - f. Review of Recognition Agreement and supervision of its execution where a loan is involved.
 - g. Certification of Compliance with the Proprietary Lease and verification of payments of maintenance and assessments to date of closing.
 - h. Attendance at closing of prior loans if applicable.
 - i. Attendance at closing and verification of all documents.
2. Application and Net Worth Statement. These forms are sent to the buyer with a request that they be completed in detail. They must be returned to the Agent along with written letters of personal and business references. Copies of bank statements, brokerage accounts, Money Market funds and the most recent tax return will also be required. The Board must be assured that the purchaser not only can pay for the stock, but also must have the financial viability to pay the monthly maintenance charges and assessments, if levied. A complete credit report and verification is then obtained and prepared for submission to the Board.
3. Should the purchaser elect to finance his purchase, he must contact the lending institution providing the funds and obtain a Recognition Agreement. The Agreement provides, in effect, that the Cooperative has been made aware of the existence of a loan and, in the event of a default on the part of the borrower (new Owner), requests notification so that action may be taken to avoid a foreclosure by the Cooperative which could wipe out or impair the bank's equity. The Agreement is reviewed by Mr. Mirsky, completed and submitted to the Board along with all of the other documents for review.

20.5 When the above items have been completed or agreed to by the parties, the following agreements are then prepared.

- a. Consent of Lessor. The Cooperative executes these forms after the buyer has been interviewed and approved.
- b. Assignment Agreement. At the closing, the seller will execute this Agreement, which transfers his interest in the stock of the Corporation and Proprietary Lease to the buyer free from all liens and encumbrances. If a Cooperative loan exists, the loan will be satisfied from the proceeds of the sale by the seller at the closing of the Cooperative sale.
- c. Acceptance and Assumption Agreement. This Agreement is executed by the buyer at closing whereby he assumes all of the obligations of the former Owners' Proprietary Lease and agrees to conform to the requirements of the House Rules and By-Laws of the Cooperative Corporation.
- d. Stock Certificate. A new certificate is then issued in the name of the buyer to be signed by the officers of the Corporation and delivered to the buyer, or his lending institution, at the closing.

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20.6 Once the above documents and agreements have been prepared, the entire package, consisting of the application, net worth statements, financial back-up, credit report, letters of reference and legal forms are delivered to an assigned subcommittee of the Board. This occurs approximately four weeks after submission of the contract to the Managing Agent. An initial review is then made. If everything is satisfactory, approximately six weeks after the contract was submitted to the Managing Agent, an interview with the buyer is arranged. The Board members meet with the buyer and a final review takes place. The total process will usually require approximately six weeks.

20.7 When the buyer is approved and all of the paperwork completed, Mr. Mirsky is then notified of the approval, and a closing date is scheduled.

20.8 At this point, additional documents may be required by the parties. Where a title company is involved, certifications regarding other matters are usually required from the Corporation. These documents are prepared in form satisfactory to the title company and either executed by the Board or the Managing Agent. A statement that all maintenance charges and special assessments have been paid is always required in order to assure the buyer that he is not assuming an obligation that is not his.

20.9 Where a special assessment has been placed on the stock of the Corporation and has not been paid at the time of the closing, it must be paid in full at that time. The parties may agree to adjust the sum between themselves, but the Cooperative requires full payment at closing.

20.10 At the closing, the Agent supervises the final signing of all documents, collection of all funds due the Cooperative and the distribution to the parties of the evidence of ownership. Where a prior Cooperative loan exists, it must be satisfied in a form that is satisfactory to the Cooperative. The final documents issued to the buyer may be given to him at the closing or his lending institution, if a new loan is involved. Once the closing has taken place, the records of the Corporation must reflect the transfer. The books and records of the Corporation are changed and the seller's Stock Certificate is cancelled, and New York State Transfer Stamps are purchased, at a present cost of five cents (\$0.05) per share, to be affixed to the cancelled certificate.

20.11 The fees charged by the Managing Agent for the services performed total \$1,500.00, of which the seller is charged \$825.00 (for ordinary sales) and the buyer is charged \$675.00 (presuming one applicant; add \$325.00 for each additional co-applicant). The fee to the buyer is payable at the time of the application, and financial papers are returned to the Agent and the fee to the seller is payable at the closing. These fees may be modified where there is more than one applicant or where additional extraordinary services are required of the office of the Managing Agent. Fees indicated herein may be subject to change.

20.12 All parties to a Contract of Sale should be aware that it may require a minimum PERIOD OF SIX WEEKS from the time the contract is signed to the date of the closing. As you can see, the number of documents required is very time consuming. While the Board and the Managing Agent fully understand the pressures of the parties, the procedures involved are intended for the protection of both Cooperative and the parties.

20.13 Any Owner wishing to refinance or obtain a home equity loan needs to contact Alexander Wolf & Company, Inc. for the procedural requirements.

21. INSURANCE

21.1 The Co-op insurance covers the building, rental value/maintenance charges, legal liability and water damage caused by the building.

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21.2 The building's insurance covers damage to the building and its equipment caused by fire, extended coverage (windstorm, explosion and riot, among others), vandalism and malicious mischief and other allied perils and accidental discharge of water. THIS COVERAGE DOES NOT APPLY TO PERSONAL PROPERTY OF THE INDIVIDUAL APARTMENT OWNER OR TENANT.

21.3 Tenants should purchase a Homeowners /Tenants policy. This combines into a single contract protection for furnishing, wearing apparel, and improvements and betterment such as lighting fixtures, special woodwork, paneling, wallpaper, carpeting and liability protection.

21.4 In the event of loss due to direct water damage, for example, the damage to the building would be submitted to the building's insurance carrier and the individual Owner's damage would be submitted to their own carrier.

Without a Homeowners Policy the Tenant would be responsible for all costs associated with items noted in 21.3.

21.5 Tenants may wish to use the building's insurance agent to purchase their policy. Contact Millennium Alliance Group at 516-496-8004, Chris Duffy, ext. 106.

22. COMPLAINTS AND SUGGESTIONS

22.1 The Board of Directors and Alexander Wolf & Company, Inc. welcome and invite suggestions from all Tenant stockholders in written form.

22.2 Any complaints should be made in writing to Alexander Wolf & Company, Inc. and copy to the Board President (12A).

Or, by e-mail to the Board via the building web site: www.24535ownerscorp.com.

23. HOUSE RULE APPROVAL & AMENDMENTS

23.1 Any consent or approval given under these House Rules by the Co-op Board of Directors shall be revocable at any time.

23.2 The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Co-op.

23.3 Any violation of any House Rule by resident, owner, or tenant will result in fines being imposed to the Shareholder.

For the first offense a warning notice will be sent; the second offense will result in a \$50.00 fine; the third offense and additional offenses will result in a \$100.00 fine.

24. AIR CONDITIONER REPLACEMENT

24.1 Air conditioners may not protrude beyond the exterior of the rear grill of the A/C sleeve.

24.2 If you have a customized cover over the A/C unit, this may affect the installation.

24.3 Appropriate units for replacing A/C units follow.

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AIR CONDITIONER SPECIFICATIONS

Bedroom

Fedders with front
115 volt
10,000 BTU's
A1A07W2B/DECABFCB

Fedders with front
115 volt or 220 volt
10,000 BTU's
A1A10W2B/DECABFCB

Living Room

Fedders w/front
220 volt
11,500 BTU's
A1B12W7B/DECABFCB

Emerson w/kit to fit sleeve
220 volt
12,000 BTU's
12MW42K

AIR CONDITIONER SPECIFICATIONS

(Note: The following units will protrude 5" into the room beyond the sleeve)

Friedrich
WS07A10
115 volt
7,000 BTU's

Friedrich
WS10A10
110 volt
10,000 BTU's

Friedrich
WS10A30
220 volt
10,000 BTU's

Friedrich
WS12A10
110 volt
11,500 BTU's

Friedrich
WS12A30
220 volt
12,000 BTU's

Friedrich
WS15A30
220 volt
14,700 BTU's

25. SMOKING POLICY

As of August 15, 2018, the Board of Directors adopted the following proposed smoking policy, House Rules #25:

SMOKING - New York City Local Law 147

Smoking is not permitted in any of the common areas of the Building or within 25 feet the Building's entrance or in the rear courtyard. Notwithstanding the foregoing, smoking on the Building's roof deck is permitted provided the smoke does not interfere with other occupants. All smoking related items must be completely extinguished and properly disposed of in one of two gray cigarette disposal units provided.

Shareholders and all other Building residents, including their visitors and guests, shall be permitted to smoke within an apartment if smoke and/or odors do not emanate from the apartment. Should the Board of Directors, in its sole discretion, determine failure to isolate the smoke and/or odor the shareholder will be required to take all necessary measures to prevent smoke and/or odors from emanating from the apartment, including, but not limited to, installation and use of an air filtration system, sealing electrical outlets and switches and the closing of all gaps within the apartment capable of allowing smoke/odor to emanate from the apartment.

For purposes of these House Rules, the definition of "smoking" includes the use of cigarettes, cigars, pipe tobacco, incense, electronic cigarettes and other smoke or vapor causing substances.

If a shareholder receives a notice of violation of this Smoking Policy and fails to comply or have the residents in his or her apartment comply with any requested remedial measures set forth herein within 30 days of receipt of the notice, the shareholder of the offending apartment will be fined \$250.00. If the offending shareholder or resident continues to violate this Policy after the imposition of the \$250.00 fine set forth herein, additional fines of \$250.00 will be assessed against the shareholder of the offending apartment 30 days later or on the first day of the next calendar month, whichever comes later, and such \$250.00 fines will continue to be assessed on the first day of each calendar month thereafter until the smoking issue is reasonably resolved based on an assessment by Building Management and the Board of Directors.

26. COVID-19 – omitted

27. OCCUPANCY

- A shareholder must notify John Wolf of any person who moves in with him/her and is not listed on the Proprietary Lease, i.e. new spouse, partner, caregiver, within five (5) business days of occupancy. The notification should include contact information and confirmation that said person has been made aware of the House Rules.

Shareholders who wish to permit houseguests to occupy a residence in the shareholder's absence must follow the following House Rules:

Specific Family Houseguests:

For circumstances in which a houseguest is, in fact, the spouse, child, parent, grandparent, grandchild or sibling of the shareholder, written notification (letter, fax, email) must be sent to the attention of John Wolf at least 10 business days prior to houseguest's occupancy. This notification must also include a statement that the houseguests are aware of the House Rules and that the shareholder will be responsible for any violations thereof by the houseguests.

All Other Houseguests:

Houseguests (excluding a spouse, child, parent, grandparent, grandchild or sibling of the shareholder) may be permitted to stay in a shareholder's residence only after following these procedures:

- No Airbnb or similar occupancy scenario will be permitted under any circumstances.
- For lengths of stay of 14 days or less, written notification (letter, fax, email) must be sent to the attention of John Wolf. This notification must also include the houseguest's relationship to the shareholder, a statement that the houseguest(s) are aware of the House Rules, and that the shareholder will be responsible for any violations thereof by the houseguests. Notification of any such extension must be given to John Wolf at least 10 business days prior to houseguest's occupancy. Length of stays of more than 14 days are not allowed. Board approval of any such occupancy is not automatic. There will be a limit of six (6) visits in a calendar year. If any visit exceeds 14 days, it will be considered an additional visit, unless there is prior written approval from the Board of Directors or Managing Agent.
- If it is necessary for an approved occupancy to be extended beyond the original date, advanced Board notification and approval is required for the extension.

Notification of any such extension must be made to John Wolf five (5) business days prior to the original scheduled departure. Board approval of the extension is not automatic.

- For repeated (whether by the same occupant or not) stays of any duration within a contiguous 60-day period, a written request for subsequent occupancy (letter, fax, email) must be sent to the attention of John Wolf. This request must be sent to John Wolf at least 15 business days prior to the proposed start date of houseguest occupancy. This request will be forwarded to the Board of Directors, who will review the request for approval. Only after written Board approval may the houseguest be allowed to stay

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again. Board approval is not automatic.

These rules listed are to protect the integrity and security of our building. Failure to comply with these procedures will result in a fine of \$500 per week or part thereof of noncompliance. This is in addition to a fine of \$500 for each and every occurrence of an illegal transfer of a front door key.

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245 EAST 35TH STREET – NEW YORK, N.Y. 10016

28. Electric Personal Transport Devices

28.1. All lithium-ion battery-powered Bicycles, Scooters, Hoverboards, or other forms of electric based personal transport devices, determined solely at the Board's or Property Manager's discretion (cumulatively known as "**Electric Personal Transport Device(s)**"), are prohibited inside of the Co-op, including, but not limited to, the apartments, common areas and storage area (even when they are not in use) effective January 13, 2023, due to fire safety concerns and in accordance with the Co-op's insurance policy.

28.2 All Shareholders and Residents will have ten (10) days to remove any violative Electric Personal Transport Device(s) from their apartment and/or Co-op from the effective date of this House Rule. After such date, any person found with such device will be issued a Notice of Default for violation of this House Rule and accordingly their Proprietary Lease and/or be subject to fines.

28.3 The prohibited Electric Personal Transport Devices mentioned in 28.1 & 28.2 does not include medically related Electric Personal Transport Device(s), including but not limited to electric wheelchairs or mobility scooters. If a Shareholder or Resident has a question about whether their device meets the medical exemption, please contact the Co-op's Property Manager for further clarification. Please be advised, that depending on the type of Electric Personal Transport Device(s) requested to be exempt, further documentation may be required by the Property Manager or Board.

ALEXANDER WOLF & COMPANY, INC.
CONTACT INFORMATION QUESTIONNAIRE
24535 OWNERS CORP.

Occupant(s) Name(s):	Address & Apt./Unit
----------------------	---------------------

CONTACT INFORMATION

<u>Your Name:</u>	<u>Alternate Resident Name:</u>
Your Home Phone Telephone Number:	Alternate Person Home Phone Telephone Number:
Your Work Telephone Number:	Alternate Person Work Telephone Number:
Your Cellphone Telephone Number:	Alternate Person Cellphone Number:

Email Address & Name of Each Person It Applies

--

In the Event of an Emergency, Please List the Name, Telephone Number(s), and Relationship of the Individual to Contact

--

RECEIPT OF NEW YORK CITY APARTMENT BUILDING
EMERGENCY PREPAREDNESS GUIDE

Board of Directors
24535 Owners Corp.
c/o Alexander Wolf & Company, Inc.
One Dupont Street, Suite 200
Plainview, NY 11803-1604

RE: Apartment _____

Dear Board Members:

As a prospective shareholder(s)/subtenant(s) at 24535 Owners Corp., I/we hereby acknowledge that I/we have received and read the attached Apartment Building Emergency Preparedness Guide.

Very truly yours,

(circle one)
SHAREHOLDER/SUBTENANT

DATED

(circle one)
SHAREHOLDER/SUBTENANT

DATED

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE



EMERGENCY PREPAREDNESS BASICS

PEOPLE WHO NEED ASSISTANCE

**READINESS SUPPLIES (FOR HOME
EMERGENCIES AND YOUR GO BAG)**

HOME SAFETY AND FIRE PREVENTION

KNOW YOUR BUILDING

**WHAT TO DO IN A FIRE/
NON-FIRE EMERGENCY**

**EMERGENCY PREPAREDNESS
RESOURCES**



Developed by the NYC Fire Department to inform apartment building residents and staff about apartment building safety, and what each resident can do to prepare for emergencies, prevent fires and protect themselves and their families during a fire or non-fire emergency.

2021

**NEW YORK CITY
APARTMENT BUILDING
EMERGENCY PREPAREDNESS GUIDE**

For Apartment Building Residents and Staff

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This emergency preparedness guide has been developed by the New York City Fire Department for distribution to apartment building residents and staff.

It is designed to educate you about your building and what you and the members of your household can do to prepare for emergencies, prevent fires and protect yourselves during a fire or non-fire emergency.

If you receive this guide from the building owner or manager, it will include a Building Information Sheet prepared by the building owner describing the construction of your building, building fire protection systems and exits; an individual emergency preparedness/evacuation planning checklist; and other information that will inform your emergency planning.

1. EMERGENCY PREPAREDNESS BASICS

- A. Stay Informed/Emergency Notification Systems**
- B. Sheltering In Place/Emergency Supply Kit**
- C. When To Evacuate/Emergency Shelter**
- D. Reconnecting With Your Family**

A. Stay Informed/Emergency Notification Systems

1. Notify NYC is the City's official source of emergency information, including weather emergencies and subway and road closures.
2. Sign up for free emergency alerts or to download the Notify NYC application for mobile applications.
3. Visit NYC.gov/notifynyc, call 311 (for Video Relay Service: 212-639-9675; for TTY: 212-504-4115), or follow @NotifyNYC on Twitter
4. During an emergency, follow instructions from on-scene emergency responders or, if the emergency is not at your building, monitor NotifyNYC, local radio, television and internet news services for the latest information, including information about emergency shelter.

B. Sheltering in Place

1. During some emergencies, officials may advise you to stay where you are (shelter in place). Generally, this means that it is safest for you to remain in your apartment while firefighters put out a fire or emergency responders clear a nearby hazard.
2. The emergency procedures discussed in this Guide (see Section 6, What to Do in a Fire or Non-Fire Emergency) will explain when to leave and when to shelter in place. In all cases, follow the instructions of on-scene police, firefighters or other emergency responders.
3. If an emergency requires that you shelter in place, do not leave your place of safety to pick your children up from school until the danger has passed and shelter-in-place orders have been lifted. Schools have their own shelter-in-place procedures. You will only endanger yourself by leaving a safe area during the emergency.
4. For weather emergencies and other emergencies that may require that you stay at home for several days, keep an emergency supply kit. See Section 3(A), Home Emergency Supply Kit.

C. When to Evacuate/Emergency Shelter

1. Evacuate immediately when you:
 - Are in immediate danger.
 - Are in a type of building in which evacuation is recommended and you can safely do so. See Section 7(A).
 - Are instructed to do so by an on-scene emergency responder.
 - Are ordered to do so by the Mayor or other public authority.
2. If you must evacuate your building or are directed by authorities to evacuate, make arrangements to stay with friends or family. During a coastal storm evacuation, the City and/or its partners will open evacuation centers throughout the five boroughs. Know which evacuation center is closest to you by visiting NYC.gov/knowyourzone, or calling 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).

D. Reconnecting With Your Family

- Discuss with your family and household members where to meet if you have to evacuate your building and cannot return.
 1. Identify two places to meet: one near your home and one outside your neighborhood.
 2. Designate an out-of-area friend or relative who household members can call if separated during a disaster. Long-distance calls may be easier to make than local calls. This out-of-area contact can help you communicate with others.

2. PEOPLE WHO NEED ASSISTANCE

A. If you need help

1. If you will have difficulty leaving the building (or going elsewhere once you are out of the building) without assistance, make a plan in advance and identify people who could help you.
 - If you live alone, or your household members work or are not capable of assisting you, consider asking neighbors to help you down the stairs (in case of fire or power failure). Keep their telephone numbers and other contact information handy.
 - If you rely on the elevator for evacuation, ask the building owner or manager if they will notify you in advance before they take the elevator out of service during an emergency (or for maintenance in normal circumstances).
 - If your building has staff, ask your building owner or manager if the staff can alert emergency responders and/or assist you, if possible.
 - Take into consideration the factors outlined in Section 6(A)(2) Evacuation Assistance.
2. Keep a whistle in your apartment or bang pots together in case you need to signal to neighbors or others that you need assistance.
3. Prepare and have ready a written note explaining your communication needs if you will need assistance understanding others or others will need assistance understanding you. If you communicate in writing, purchase and keep a portable white board, chalk board or other personal communications device.
4. If you use a scooter or wheelchair, know the size and weight of your device, and whether it is collapsible, to assist in making transportation arrangements.

B. If you can provide help

1. Be a caring neighbor. During an emergency, if safe to do so, check on neighbors who may need assistance, especially seniors and persons with disabilities, who may need to be warned.



2. If you can safely do so and are physically able, assist a neighbor in evacuating a building. Do not use elevators during a fire. See Section 6(A), Evacuation Assistance.
3. When providing assistance, listen carefully to what your neighbor has to say about how they should be lifted or moved.

3. **READINESS SUPPLIES (FOR HOME EMERGENCIES AND YOUR GO BAG)**

A. **Home Emergency Supply Kit**

Keep enough supplies in your home to survive for up to seven days. Below are suggested items to keep in an easily accessible container (replace expired items from time to time):

- ✓ One gallon of drinking water per person per day
- ✓ Nonperishable, ready-to-eat canned foods and manual can opener
- ✓ First aid kit
- ✓ Flashlight
- ✓ Battery-operated AM/FM radio and extra batteries
- ✓ Whistle to signal for help from neighbors
- ✓ Personal hygiene items: soap, feminine hygiene products, toothbrush, toothpaste, etc.
- ✓ Cell phone charging cord and portable battery pack
- ✓ Child care supplies or other special care items
- ✓ Pet food and supplies
- ✓ At least a week's supply of any medication or medical supplies you use regularly
- ✓ Spare eyeglasses or contact lens supplies
- ✓ Extra batteries for hearing aids
- ✓ Back-up equipment or extra supplies for any other home medical or communication devices



B. **Go Bag**

Your Go Bag should be sturdy and easy to carry, like a backpack or a small suitcase on wheels. You'll need to customize your Go Bag for your personal needs, but some of the important things you need in your Go Bag include:

- ✓ Copies of your important documents in a waterproof and portable container (insurance cards, birth certificates, deeds, photo IDs, proof of address, etc.)
- ✓ Extra set of car and house keys
- ✓ Copies of credit/ATM cards
- ✓ Cash (in small bills)
- ✓ Bottled water and nonperishable food, such as energy or granola bars
- ✓ Flashlight



- ✓ Battery-operated AM/FM radio
- ✓ Extra batteries/chargers
- ✓ Medical items, including:
 - First-aid kit
 - At least a week's supply of any medication or medical supplies you use regularly
 - Medical insurance, Medicare and Medicaid cards
 - A list of medications (and dosages)
 - Names of physicians and contact information
 - Information about medical conditions, allergies and medical equipment.
- ✓ Toiletries
- ✓ Notepad and pen
- ✓ Contact and meeting place information for your household
- ✓ Lightweight raingear and blanket
- ✓ Items to comfort or distract you, such as a book or deck of cards
- ✓ Child care supplies, including games and small toys.
- ✓ For pets and service animals:
 - A current color photograph of your pet or service animal (or even better, one of you together, in case you are separated)
 - Name of veterinarian and contact information
 - Ownership, registration, microchip and vaccination information.
 - Food and water dishes
 - Leash and (if needed) muzzle
 - Cotton sheet to place over carrier to help keep your pet or service animal calm
 - Plastic bags for clean-up

4. **HOME SAFETY AND FIRE PREVENTION**

- Home Safety Devices
- Safe Home Heating
- Fire Prevention Tips
- Extinguishing Small Fires

You can prevent a fire or other emergency by making sure your home is protected by working home safety devices, by heating your home safely, and by preventing fires before they start.

A. **Home Safety Devices**

1. **Smoke and carbon monoxide alarms**

- Make sure you have smoke alarms (also called smoke detectors) and carbon monoxide alarms in your apartment. New York City law requires landlords and other owners to install smoke and carbon monoxide alarms within 15 feet of the entrance to each sleeping room and in the basement. (New buildings must also have one within each sleeping room.)
- Combined smoke/carbon monoxide alarms may be used.



- Make sure the alarms are still working. Tenants are responsible for maintaining the smoke and carbon monoxide alarms in their apartments.
- Test the devices at least once a month by pressing the test button.
- Newer models are powered by electricity or have a built-in 10-year battery.
- Older models have removable batteries. Replace the batteries at least twice a year (when you change the clocks in the spring and fall is a good time). Replace the battery right away if the alarm makes a sound that indicates that the battery is low.
- Smoke and carbon monoxide alarms must be replaced in accordance with the manufacturer's recommendation, but at least once every 10 years.

2. Assistive devices

- If you or a member of your household is deaf or has limited hearing, consult with the building owner or manager regarding installation of smoke/carbon monoxide detector devices that activate a visual (strobe) or tactile (vibration) alert.
- For more information, see Section 7, Emergency Preparedness Resources.

B. Safe Home Heating

1. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) for a fire inspection if you are unsure your heat source is safe.
2. If you need a portable heater, only use portable electrical heaters approved for indoor use (with enclosed heating elements). Do NOT use your stove or oven to heat your apartment. Do NOT use kerosene or propane heaters, which are dangerous and illegal for indoor use in New York City.
3. Check the power current required to operate the portable heater. Make sure that it can safely operate on a standard household electrical circuit. See Section 4(C), Fire Prevention Tips.
4. Check the heater from time to time when it is on, and turn it off when you leave the apartment or when you go to sleep. Never leave children alone in a room when a portable space heater is on.
5. Keep all household materials that can catch on fire, including furniture, drapes, carpeting and paper, at least three feet away from the heat source. Never drape clothes over a space heater to dry.

C. Fire Prevention Tips

1. Discarded, accidentally left lit and carelessly handled cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa or other upholstered furniture. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
2. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.

3. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your stove and oven are off.
4. Monitor coffee pots, hot plates and other electrical devices with heating elements. Don't leave them on when not needed. Make sure to turn them off at night or when no one is home.
5. Never plug too many devices into electrical outlets. Most household outlets provide 15 amperes of electrical current, except outlets designated for large household appliances or air conditioners. Do not operate household equipment, including microwaves, toasters, coffee pots, hot plates and other devices that use a significant amount of current on the same electrical outlet without first checking the amount of current they use.
6. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
7. Keep all doorways, and all windows leading to fire escapes, free of obstructions.
8. Report to the building owner or manager any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
9. Window gates should be installed only when absolutely necessary for security reasons. Install only Fire Department-approved window gates.
 - Do not install window gates with key or combination locks. A delay in finding or using the key or combination could cost lives.
 - Familiarize yourself and the members of your household with the operation of the window gate.
 - Maintain the window gate's operating mechanism so it opens smoothly. Don't place any furniture or personal items where they would prevent the window gates from opening.
10. Familiarize yourself and members of your household with the location of all building stairwells, fire escapes and exits and the route to get to them.
11. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
12. Exercise care in the use and placement of fresh cut decorative greens, including Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including candles and fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.
13. Never use a propane, charcoal or other portable grill indoors.
14. Decorative fireplaces that use liquid alcohol or other flammable liquid are a potential fire hazard. The liquid is easy to spill and quick to ignite. See Section 7, Emergency Preparedness Resources, for more information.

D. Extinguishing a Small Fire

1. You are not expected to put out a fire once it has spread. Instead:
 - Get everyone out of the apartment.
 - Leave immediately and close the apartment door behind you. (This is **very important**.)
 - Report the fire by calling 911 as soon as you reach a safe location. (If your building has a fire alarm system, use the manual pull station to activate the fire alarm as you leave the building.)
 - Notify any building staff.
2. For a fire that has not spread, you can use a portable fire extinguisher. Standard ABC-type (dry chemical) portable fire extinguishers are designed for household fires, except for stove-top fires. Cover the pan or pot and/or use a baking soda or wet portable fire extinguisher (labeled Class K) for stove-top grease/oil fires.
3. To use a portable fire extinguisher, remember P.A.S.S.:
 - Pull
 - Aim
 - Squeeze
 - Sweep



5. KNOW YOUR BUILDING

Learn about your building's construction and types of fire protection systems. This will help you make informed decisions in the event of a fire or non-fire emergency in your building.

- Building construction: Is your building made of fireproof (non-combustible) material or non-fireproof (combustible) material?
- Building fire protection systems: Is your building protected by a sprinkler system? Does it have a fire alarm system or a building communications system?
- Getting out safely (means of egress): How can I get out of the building in case of emergency? Where do the stairwells and other exits leave me: on the street, in the lobby, in the rear yard or other location?

Review the Building Information Sheet you receive from your building owner. Owners of apartment buildings (three or more apartments) are required to prepare and distribute a Building Information Sheet and New York City Apartment Building Emergency Preparedness Guide to all residents and

building staff. They are also required to post an Emergency Preparedness Notice on the inside of your apartment entrance door, and in the lobby or common area.

A. Building Construction

1. **Non-Combustible Buildings**. A “non-combustible” or “fireproof” building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or part thereof in which they start and less likely to spread beyond the building walls to other apartments and floors.
 - THIS DOES NOT MEAN THAT A NON-COMBUSTIBLE BUILDING IS IMMUNE FROM FIRE. While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke and carbon monoxide, which can travel throughout the building, especially if apartment or stairwell doors are left open.
2. **Combustible Buildings**. A “combustible” or “non-fireproof” building has a wood or other structure that will burn if exposed to fire. A fire that spreads from the burning contents of an apartment into the building walls can spread within the walls and endanger the entire building.



Check the Building Information Sheet for your building to see whether it is combustible or non-combustible construction.

B. Fire Protection Systems

Regardless of the type of construction it is, your building may be protected by fire protection systems that detect and/or help prevent fires, and provide early warning to building occupants.

1. **Fire Separations**. Most apartments have sheetrock walls and ceilings and fire-rated metal doors. Many buildings also have enclosed stairwells (enclosed within their own walls and doors). Sheetrock and fire-rated doors are “passive” fire protection systems designed to contain the fire for some amount of time, to allow the Fire Department to respond and extinguish the fire and rescue building occupants.
 - ALWAYS close the door to your apartment as you leave if there is a fire in the apartment. LEAVING THE APARTMENT DOOR OPEN WHEN THE APARTMENT IS ON FIRE ALLOWS THE FIRE TO SPREAD OUTSIDE OF THE APARTMENT.
 - NEVER block/chock open stairwell doors. Stairwell doors should be kept closed at all times.
2. **Sprinkler Systems**. A sprinkler system is designed to extinguish a fire by spraying water on it. A sprinkler head on the ceiling detects the heat of a fire and automatically releases the

water from the pipe in the ceiling. It also sounds an alarm at street level, or, in most newer buildings, transmits an alarm to a fire alarm company central monitoring station.

- Sprinklers are good at preventing a fire from spreading, but the fire may still generate a large quantity of smoke. Smoke spread can be life-threatening to other building occupants. Always close the apartment door as you leave.
- Apartment buildings constructed since 2000 generally are protected by a sprinkler system. Earlier buildings generally do not have a sprinkler system throughout the building. Some have partial sprinkler systems in open stairwells, compactor rooms or other areas.



3. **Emergency Voice Communication Systems**. Most high-rise apartment buildings constructed since 2009 that are taller than 12 stories or 125 feet are equipped with a building-wide emergency voice communication system that allows Fire Department personnel to make announcements in the stairwells and in each dwelling unit from a central location, usually the building lobby.
4. **Fire Alarm Systems**. All apartment buildings have smoke alarms and carbon monoxide alarms in individual apartments (see Home Safety Devices, Section 4(a) above). These alarms are not connected to a building fire alarm system and do not automatically notify a fire alarm company central station; they only sound in the apartment.

Some buildings have fire alarm systems, but they may be limited in the areas they cover and may not activate an alarm throughout the building.

- Most apartment buildings built since 2009 have a building fire alarm system, but it is limited to smoke detection in mechanical and electrical rooms. Any alarm in those rooms is automatically transmitted to a fire alarm company central monitoring station, which notifies the Fire Department.
- Some older buildings have an interior fire alarm system with loudspeakers designed to warn building occupants of a fire in the building and manual pull stations that can be used to activate the fire alarm system. The manual pull stations are usually located near the main entrance and by each stairwell door. The manual pull stations generally do not automatically transmit a signal to a fire alarm company central monitoring station.

If you see or hear any of these devices sound an alarm, call 911. Do not assume that the Fire Department has been notified.

5. **Public Address Systems**. Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Check the Building Information Sheet for your building to see whether there is a sprinkler system, fire alarm system, emergency voice communication system or public address system in your building.

C. Getting Out Safely (Means of Egress)

Almost all residential apartment buildings have at least two means of egress (way of exiting the building). There are several different types of egress:

1. **Interior Stairs.** All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed.
 - Enclosed stairwells are more likely to allow safe egress from the building, if the doors are kept closed.
 - Unenclosed stairs do not prevent the spread of flame, heat and smoke. Flames, heat and smoke from a fire will rise up the stairs and prevent safe egress down the stairs from floors above the fire.
2. **Exterior Stairs.** Some buildings provide access to the apartments by means of outdoor stairs and corridors. The fact that they are outdoors and do not trap heat and smoke enhance their safety in the event of a fire, provided that they are not obstructed.
3. **Fire Tower Stairs.** These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow the heat and smoke to escape, keeping the stairwell safe.
4. **Fire Escapes.** Older buildings may have a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes should be used only if the primary means of egress from the building (stairwells) have become unsafe because they are obstructed by flame, heat or smoke.
5. **Exits.** Almost all buildings have more than one exit to the outdoors. In addition to the main entrance to the building, there may be side exits, rear exits, basement exits, and exits to the street from stairwells. You should know which exits lead to the street or other safe place, and how to get to them from your apartment.
 - Some of these exits may have alarms and should only be used in an emergency.
 - Roof access doors are not exits and may or may not allow access to adjoining buildings. Roofs are dangerous places, especially at night or in a fire. They usually have limited or no lighting and often have tripping hazards and unprotected drop-offs. Do not use roof access as an exit except as a last resort and only if there is safe access to an adjoining building.



Check the Building Information Sheet for your building to see the different means of egress from your building and where they exit the building.

D. Apartment Identification and Fire Emergency Markings

All apartments are required to have the apartment number clearly marked at eye level on the main entrance door to the apartment, in the building corridor. This will help the Fire Department and other first responders quickly locate your apartment in an emergency.

In addition, many apartment buildings are now required to post or mark the apartment number on the door jamb, at floor level. These reflective or luminous “fire emergency markings” will help the Fire Department locate your apartment during a fire or smoke condition when the eye-level door numbers are not visible. All duplex and other multi-floor apartments, and all apartment buildings that are not protected by a sprinkler system and have more than 8 apartments on a floor, are required to install the fire emergency markings on apartment and stairwell door jambs. For more information, see Section 7, Emergency Preparedness Resources.

Make sure your apartment number is on your apartment door. Check whether fire emergency markings are required in your apartment building.

6. WHAT TO DO IN A FIRE OR NON-FIRE EMERGENCY

A. Fires

In the event of a fire, follow the directions of Fire Department personnel. However, there may be emergency situations in which you may be required to decide on a course of action to protect yourself and the other members of your household before Fire Department personnel arrive on scene or can provide guidance.

1. Emergency Fire Safety Instructions

The instructions below are intended to assist you in selecting the safest course of action. Please note that no instruction can account for all of the possible factors and changing conditions; you will have to decide for yourself what is the safest course of action under the circumstances.

- Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
- Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
- Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
- If you decide to exit the building during a fire, close all doors as you exit to confine the fire. NEVER USE THE ELEVATOR. It could stop between floors or take you to where the fire is, and can become filled with smoke or heat.
- Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl, keeping your head close to the floor. Take short breaths, breathing through your nose.
- If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

If the fire is in your apartment:

- Close the door to the room where the fire is, and leave the apartment.
- Make sure EVERYONE leaves the apartment with you.
- Take your keys.
- Close, but do not lock, the apartment door.
- Use the nearest stairwell that is free of smoke to exit the building.
- DO NOT USE THE ELEVATOR.
- Call 911 as soon as you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
- Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

If the fire is not in your apartment (in NON-COMBUSTIBLE OR FIREPROOF BUILDINGS):

- Stay inside your apartment (shelter in place) and listen for instructions from firefighters unless conditions become dangerous.
- If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
- If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
- If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
- Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
- Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
- If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
- If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

If the fire is not in your apartment (in COMBUSTIBLE OR NON-FIREPROOF BUILDINGS):

- Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
- Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
- Alert people on your floor by knocking on their doors on your way to the exit.
- If the hallway or stairwell(s) are not safe because of smoke, heat or fire and you have access to a fire escape; use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
- If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
- Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings with plastic and duct tape where smoke may enter.
- Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
- If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet or blow on a whistle to attract the attention of firefighters.

- If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

2. Evacuation Assistance

If you will need assistance in evacuating the building, you should develop a plan in advance and arrange a network of supports to be sure that you will be able to get out. For more information, see Section 2, Persons Who Need Assistance.

In developing your plan, take the following factors into consideration:

- The most common problem in evacuating is inability to walk or difficulty walking. Elevators can be used to evacuate the building in most emergencies, but not during a fire or power outage.
- Relocating within the building below the fire floor or non-fire emergency may be sufficient to protect you from harm.
- If you use a wheelchair, scooter or other motorized device, consider keeping a lightweight travel wheelchair or evacuation chair in your apartment to make it easier for others to assist you when the elevator can't be used. Show how it works to those who will be helping you.
- Carrying a person down flights of stairs is difficult, at best. If you and those who may be helping you think it can be done, educate yourselves as to different ways persons can be carried. For more information, see Section 7, Emergency Preparedness Resources.

As a last resort, if you are unable to evacuate, retreat to the safest area from the fire or other emergency. This could be your apartment, a neighbor's apartment, or the stairwell itself. Some newer buildings may have a room near the stairwell designed as a shelter and equipped with a telephone. Call 911 (or have others call 911) to report your situation.

B. Medical Emergencies

Take a moment to plan ahead for a medical emergency. What should you do if you, a member of your family or a neighbor experience a medical condition that requires emergency ambulance transport to a hospital?

Familiarize yourself with the warning signs of a medical emergency and the information the 911 operator will ask you to provide. Keep handy the phone numbers of someone you can call to meet emergency responders and escort them directly to the patient.

1. Warning signs. The following are warning signs of a medical emergency:

- Burns or smoke inhalation
- Bleeding that will not stop
- Breathing problems, such as difficulty breathing or shortness of breath
- Change in mental status, such as unusual behavior, confusion, difficulty in waking
- Chest pain

- Choking
- Coughing up or vomiting blood
- Fainting or loss of consciousness
- Feeling of committing suicide or murder
- Head or spine injury
- Severe or persistent vomiting
- Sudden, severe pain anywhere in the body
- Sudden dizziness, weakness, or change in vision
- Swallowing a poisonous substance
- Upper abdominal pain

2. **Call 911.** Should you or a member of your household experience any of the above symptoms, immediately call 911. Be ready to provide the following information to the 911 operator:

- The address of the building, including the nearest cross-street and apartment number.
- The best building entrance to use to get to where you are.
- The number of persons who are ill and your exact location inside or outside of the building.
- Your chief complaint and/or present condition (e.g. bleeding, breathing/not breathing, conscious/unconscious, etc.).
- Any disability of which emergency responders should be aware, such as hearing loss, blind or limited vision, or a cognitive disability that will affect the emergency responders ability to communicate with you.
- Have a family/household member stay with you.

3. **Notify Building Staff.** After calling 911, notify building staff that you have called 911 for an ambulance. Ask them to meet the emergency responders, let them into the building and assist them in finding your apartment. If you do not have or cannot reach building staff, ask a family member or neighbor to meet and assist the emergency responders.

C. Utility Emergencies

Utility disruptions include power outages, carbon dioxide releases, gas leaks and water leaks. They can affect a single apartment, building or block or the entire city.

1. Power Outages

Advance preparation:

- Keep flashlights and spare batteries in your apartment.
- Avoid the use of candles, which can start a fire. For more information about the safe use of candles, see Section 7, Emergency Preparedness Resources.
- If you rely on medical equipment that requires electric power, look into obtaining a back-up power source. Ask your utility company whether your medical equipment qualifies you to be listed as a life-sustaining equipment (LSE) customer who will be contacted in the event of power emergency. See Section 7, Emergency Preparedness Resources.
- Keep your cell phone charged. If you have a battery pack, keep it fully charged as well.

At time of the power disruption:

- Call your utility company immediately to report the outage. See Section 7, Emergency Preparedness Resources.
- Turn off all appliances that will turn on automatically when service is restored, to avoid a power surge that can damage your electrical circuits and appliances.
- Keep refrigerator and freezer doors closed as much as possible to avoid spoilage.
- Do not use generators indoors. They can create dangerous levels of carbon monoxide.
- Do not use propane or kerosene heaters or grills indoors.

2. Carbon Monoxide Release

Carbon monoxide (CO) is a colorless, odorless gas produced by fuel-burning appliances and equipment (such as stoves, furnaces and hot water heaters), fireplaces and vehicle exhaust pipes. The carbon monoxide generated by these appliances should be released outdoors through a chimney, vent pipe or other means. A blocked or cracked chimney or vent pipe can allow carbon monoxide to enter the building, sometimes many floors from the source.

Symptoms of carbon monoxide poisoning are flu-like. They may include headache, dizziness, fatigue, chest pain, vomiting. If not promptly addressed, it can cause death.

IF YOU SUSPECT CARBON MONOXIDE POISONING:

- Open windows.
- Evacuate the building.
- Call 911 as soon as you reach a safe location.
- Call your local utility company.

3. Gas Leaks

Many apartments use piped natural gas from the utility company for cooking and clothes drying. Natural gas is flammable and explosive. If it leaks and collects in an apartment or room, a spark can ignite it, causing an explosion and a fire.

Piped natural gas is given a distinctive, "rotten eggs" smell by the utility company. If you smell natural gas:

- Do not operate any light switches or electrical devices in the apartment, including your cell phone. Any spark could cause a fire.
- Do not smoke and immediately extinguish any smoking materials.
- Evacuate the building, taking all members of your family/household.
- Call 911 to report the emergency when outdoors.
- For more information about building explosions, see Section 6(F).

4. Water Leaks or Interruptions

Water leaking into electrical wiring can cause a fire.

- If water is leaking into your apartment (or from your apartment to others), immediately arrange for repairs or notify the building owner or manager to do so (as applicable).
- If water is entering electrical wiring in the ceiling or walls, call 911.
- If you have no water or very low water pressure, report the condition to 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).
- If you have a concern about drinking water quality, report the condition to 311. Monitor Notify NYC or local radio and TV stations for official guidance as to a widespread drinking water emergency.
- If you see water coming up from the ground or roadway, or suspect a water main break, call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).

D. Weather Emergencies

1. Extreme Heat

During a heat wave your apartment may be unsafe if it is not air conditioned. Infants, the elderly and the ill are particularly vulnerable to the effects of extreme heat.

Monitor Notify NYC and local radio and TV stations for extreme heat warnings.

IN AN EXTREME HEAT EMERGENCY:

- With the approval of the building owner, purchase and install one or more air conditioners. Only install air conditioners if the apartment's electrical wiring can provide adequate power. Make sure that the air conditioners that you purchase do not require more power than your apartment's electrical wiring can provide. Air conditioners should be installed by a trained and knowledgeable person to make sure that they are securely affixed to the building and do not endanger others below.
- Spend as much time as possible, especially during the day, in an air conditioned place. This could be a friend or neighbor's apartment, a restaurant or store, or a cooling center.
- During heat emergencies, New York City operates cooling centers in air-conditioned public facilities. Public pools may also be available. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) or access NYC.gov/emergencymanagement during a heat emergency to find a local cooling center or pool.
- Avoid strenuous activity.
- Drink plenty of water. Avoid alcohol and caffeinated beverages.
- Conserve power: if you have an air conditioner, set it no lower than 78 degrees during a heat wave when you are in your apartment, and turn off nonessential appliances.

2. Blizzards and Other Winter Weather Storms

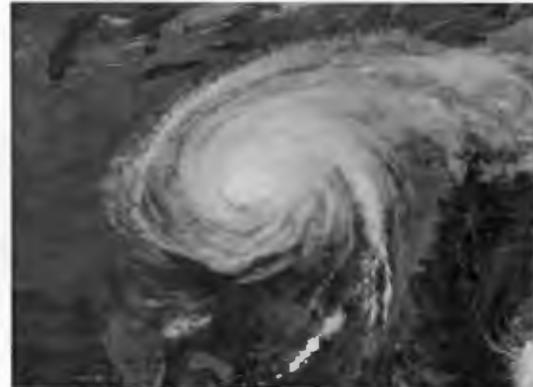
The public is generally advised to shelter in place in their homes during a winter weather storm. Apartment buildings usually provide a safe environment during storms and persons can remain indoors for several days if necessary if they make adequate provision for food and other supplies.

3. Heavy Rain, Coastal Storms and Hurricanes

In some extreme weather emergencies, such as hurricanes, the City may order evacuations in areas. If you live in a high rise building, especially on the 10th floor or above, stay away from windows in case they break or shatter, or move to a lower floor.

Advance preparation:

- Before a coastal storm or hurricane, find out if you live in one of New York City's hurricane evacuation zones. See Section 7, Emergency Preparedness Resources, or NYC.gov/knowyourzone.
- Prepare your home. Secure outdoor objects, close windows and exterior doors securely, move valuable items to upper floors, and top off your generator with fuel.
- Have your Go Bag ready.
- Know where you will go in the event an evacuation order is issued. Stay with family or friends or call 311 for information before, during or after the storm.
- If ordered to evacuate, do so as directed. Use public transportation if possible. Keep in mind that public transportation may shut down several hours before the storm arrives.
- If you need to use the elevator to evacuate and are in an evacuation zone, be sure to evacuate before elevator service is discontinued to protect the elevators from flooding. Building owners are required to post signs in the building lobby or common area in advance (if possible) of a weather emergency if they will be discontinuing elevator service. Advance notification of the building owner/management may help ensure you receive appropriate notification. See Section 2, People Needing Assistance.
- Be prepared for a power interruption by charging your cell phone and other portable devices and adjust the refrigerator setting to a colder temperature.



During the storm:

- Stay indoors. If you live in a basement apartment, be prepared to move to a higher floor during periods of heavy rain.
- Call 911 if you have a medical emergency or are in danger from physical damage to your building or apartment, but be aware that an emergency response may be delayed or unavailable during the storm.
- If you are trapped inside by rising waters, move to a higher floor, but don't retreat into an enclosed attic unless you have a saw or other tool to cut a hole in the roof if necessary. Call 911 and report your situation. Wait for help. Do NOT try to swim to safety. Do not enter a building if it is surrounded by floodwaters.
- Stay away from downed power lines. Water conducts electricity.

4. Earthquakes

Although earthquakes are not common in the New York City area, earthquakes can and have affected our area, and apartment building residents and staff should be prepared.

Depending on its location, even a small earthquake can cause buildings to shake, physically damage buildings (including cracks in walls), and cause objects to move or fall from shelves.

During an earthquake, "drop, cover and hold on":

- Take cover under a sturdy piece of furniture (such as a table) and hold on.
- If you cannot take cover under a piece of furniture, take cover in a corner next to an inside (interior) wall.
- Drop to the floor.
- Cover your head and neck with your arms.
- If you use a wheelchair, take cover in a doorway or next to an interior wall and lock the wheels. Remove from the wheelchair any equipment that is not securely affixed to it. Cover yourself with whatever is available to protect yourself from falling objects.
- If you are unable to move from a bed or chair, protect yourself from falling objects with blankets or pillows.
- If you are outdoors, go to an open area away from trees, utility poles and buildings.
- Stay where you are until the shaking stops.

Be aware that there may be aftershocks, additional earthquake vibrations which often follow an earthquake.

5. Tornados

Although not common in the New York City area, a number of tornados (and microbursts, a similar wind condition) have touched down in New York City in recent years.

In the event of a tornado alert:

- If a tornado is approaching your neighborhood, immediately go to the basement of your building. If your building has no basement, go to the lowest floor of the building.
- Stay next to the wall in an interior room or area away from windows until the tornado has passed.

- Avoid interior spaces with roofs that span a large open space, such as atriums and auditoriums.
- If there is no suitable place to shelter in your building, evacuate your building for a safer location, but only if there is sufficient time to get there.

E. Hazardous Materials Emergencies

1. Chemical

A hazardous materials emergency can result from an accident, such as an overturned truck or an explosion in a factory, or as a result of criminal activity, such as a terrorist attack.

If the chemical is being dispersed through the air, every effort should be made to avoid breathing it in.

During the emergency:

- Shelter in place. Generally, it is safest to shelter in place in your apartment.
- Turn off all air conditioners and ventilation systems, close windows and seal up all ventilation grilles and other openings that will allow outside air to enter into your apartment.
- Monitor Notify NYC and local radio and TV stations for additional information.

If you are near the area of the chemical release or it has entered your apartment:

- Cover your nose, mouth and as much of your skin as possible.
- Evacuate your apartment and building if it is safe to do so. If not, move to an interior room, such as a bathroom and seal up the windows and doors.

Once the emergency has been resolved, if you have been exposed to, or contaminated by, the chemical:

- Listen for instructions from public authorities and/or first responders.
- Decontaminate yourself as soon as you reach a clean area. Obtain medical assistance if needed.

Monitor Notify NYC for guidance if the hazardous materials release affects the water or food supply.

2. Radiological Dispersal Device (RDD)

Radiological dispersal devices (RDDs) use conventional explosives with radioactive material. RDDs are not capable of creating a nuclear explosion: they are not nuclear weapons. They are meant to cause panic and disrupt daily life.

RDDs can cover a wide area with dangerous radioactive material. Radioactive material dispersed from an RDD can settle like dust on your clothing, your body, and other objects.

If you are outside, immediately take shelter in the nearest safe building and monitor Notify NYC (and local radio and TV stations, if available) for additional information and instructions.

If you or your family are near the location of a confirmed RDD explosion, follow the steps below to reduce any potential radiation exposure. Do not go to a hospital unless you have a medical emergency.

- Take off your outer layer of clothing and your shoes. This can remove up to 90% of any radioactive material. Do not shake or brush off the dust.
- Seal the clothing and shoes you were wearing in a plastic bag or other container and keep them away from people and pets, but do not place them in the garbage.
- Gently blow your nose and wipe your eyes and ears with a clean wet cloth.
- Take a shower with plenty of soap. Wash from your head down. Avoid scratching your skin. Wash your hair using shampoo only. Do not use conditioner because it may cause radioactive material to stick to your hair and skin.
- If you cannot shower, use a dry or wet cloth or wipe to clean skin that was uncovered, including your face and hands. Seal the used cloth or wipes in a bag or container like you did with your contaminated clothes.
- Put on whatever clothing and shoes you have that are not contaminated with dust. If necessary, borrow clothes from a neighbor.
- All personal devices and equipment that may have been exposed to radioactive material, especially wheelchairs and other mobility equipment, should be wiped down with a damp cloth or wipe. Make sure to clean the wheels. Wash your hands afterwards.
- Decontaminate pets and service animals by washing and shampooing them. It is not necessary to shave their fur.

F. Building Explosions/Collapse

The most common reason for a building explosion is a gas leak. See Section 6(C)(3), Gas Leaks.

Building explosions can also result from malfunctioning equipment or criminal activity.

Explosions can cause buildings, or portions of buildings, to collapse. Building collapses also result from unlawful or improperly performed alterations to the building structure.

Buildings of noncombustible construction (with concrete or steel structures) are less likely to collapse, except in extraordinary circumstances.



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If there is an explosion in your apartment building:

- Attempt to determine the severity of the damage to the building (such as collapsed or cracked ceilings or walls, clouds of dust, or strong smell of gas) and whether you are in immediate danger.
- If conditions allow, evacuate the building as quickly and calmly as possible.
- Call 911 as soon as you are in a safe location.
- If you cannot safely evacuate or you are not certain it is safe to evacuate, call 911 and follow the instructions they provide.

- If there is a possibility of a collapse of walls or ceilings, take cover under a sturdy piece of furniture (such as a table).

If there is a collapse in your building and you are trapped by debris:

- Cover your nose and mouth with a dry cloth or clothing.
- Move around as little as possible to avoid generating dust, which may be harmful and make it difficult to breathe.
- Tap on a pipe or wall so rescuers can hear where you are. Use a whistle if one is available.

G. Terrorism

A terrorist's primary objective is to create fear. With accurate information and basic emergency preparedness, you can fight back. Visit PlanNowNYC, a website developed by NYC Emergency Management and the City's other emergency response agencies to help New Yorkers prepare for terrorist attacks. See Section 7, Emergency Preparedness Resources.

1. Know the Facts and Be Responsible

- Keep in mind that terrorism can take many different forms. By preparing for the fire and non-fire emergencies addressed above, you will also be preparing for terrorist attacks.
- Know the facts of a situation and think critically. Confirm reports using a variety of reliable sources of information, such as the government or media. Do not spread rumors.
- Do not accept packages from strangers, and do not leave luggage or bags unattended in public areas such as the subway.
- If you receive a suspicious package or envelope, do not touch it. Call 911 and alert City officials. If you have handled the package, wash your hands with soap and water immediately. Read the US Postal Service's tips for identifying suspicious packages. For more information, see Section 7, Emergency Preparedness Resources.

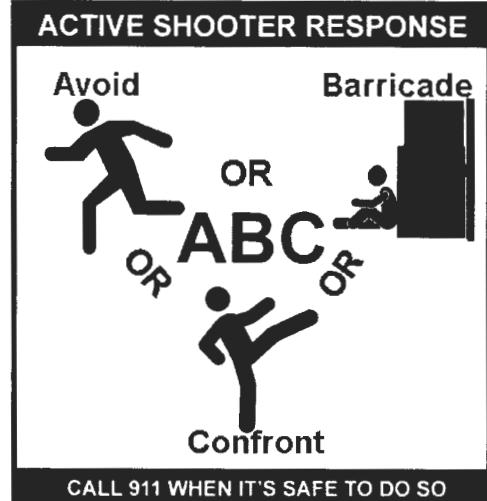
2. Active Shooter Emergencies

In an active shooter emergency, one or more armed individuals enter a building or other place with the intention of shooting multiple persons, typically at random.

Active shooter incidents are generally associated with public buildings and places, not apartment buildings. However, an active shooter emergency could occur in or around your apartment building, or where you work, shop, or spend recreational time. It is important that you understand how to respond to such emergencies.

DURING AN ACTIVE SHOOTER EMERGENCY, IT IS RECOMMENDED THAT YOU:

1. Avoid (Run). Get away from the shooter, if you can. Leave your personal belongings behind.
2. Barricade (Hide). If you can't safely leave the area, go into an apartment or other room. Lock the door and/or block it with large, heavy objects to make entry difficult. Hide behind a large, solid item if possible, in case shots are fired through the door or wall. Turn off any source of noise and remain still and quiet. Put your cell phone and other devices on silent, not vibrate.
3. Confront (Fight). If you and others cannot safely leave the area and there is nowhere to hide, or the shooter enters your apartment or hiding place, use whatever you can to defend yourself. Coordinate your actions with others, if possible. Commit to your actions and act aggressively. Improvise weapons and throw items. Yell.
4. Call 911 as soon as it is safe to do so.



Law enforcement personnel responding to an active shooter incident will be focused on identifying and neutralizing the shooter(s). Law enforcement officers will be looking at the hands of all persons they encounter, both to identify the shooter and for their own safety.

1. Keep your hands empty and above your head. Do not carry any items that could be confused with a weapon or a dangerous device.
2. Do not act in a manner that may cause a law enforcement officer to view you as a threat. Do not make any sudden movements. Keep your distance. Do not run towards law enforcement officers or grab them.
3. The law enforcement personnel you first encounter may not be designated to render medical assistance. If possible, proceed to a more secure area before requesting assistance.
4. You may not be allowed to immediately leave the scene of the incident. Be prepared to be detained for questioning.

7. EMERGENCY PREPAREDNESS RESOURCES

Emergency Preparedness Basics

Notify NYC: Sign up for Notify NYC to receive notifications by going to NYC.gov/NotifyNYC, follow @NotifyNYC on Twitter, contact 311, or get the free app for your Apple or Android device.

Ready New York (NYC Emergency Management): The Ready New York guides offer tips and information for all types of emergencies. The information in these guides is available in multiple languages and in audio format:

<http://www1.nyc.gov/site/em/ready/guides-resources.page>

Reduce Your Risk Guide (NYC Emergency Management): This guide outlines steps property owners can take to prepare through hazard mitigation — cost-effective and sustained actions taken to reduce the long-term risk to human life or property from hazards:

http://www1.nyc.gov/site/em/ready/guides-resources.page#reduce_your_risk

Information for Apartment Dwellers (NYC Department of Housing Preservation and Development (HPD)): HPD's website discusses how apartment renters can prepare for and respond to weather emergencies, natural disasters, hazards, and power outages. Their website also includes information on the legal obligation that landlords have to maintain habitable conditions in residential buildings, including following storm-related or other damage:

<https://www1.nyc.gov/site/hpd/services-and-information/disaster-response.page>

People Who Need Assistance

People with Health Issues (NYC Department of Health & Mental Hygiene). The Health Department's website focuses on health emergencies but also covers how to prepare for any emergency if you have specific health issues such as persons on dialysis and persons with limited mobility:

<http://www1.nyc.gov/site/doh/health/emergency-preparedness/individuals-and-families-dme.page>

How to Register as a Life Sustaining Equipment Customer: Con Edison Special Services, 1-800-752-6633 (TTY: 800-642-2308) and website:

<https://www.coned.com/en/accounts-billing/payment-plans-assistance/special-services>

PSE&G Critical Care Program (Rockaways customers): 800-490-0025 (TTY: 631-755-6660) and website:

<https://www.psegliny.com/page.cfm/CustomerService/Special/CriticalCare>

National Grid NYC Customer Service (Brooklyn, Queens, and Staten Island customers): 718-643-4050 (or dial 711 for New York State Relay Service)

National Grid Long Island Customer Service (Rockaways customers): 800-930-5003.

NYC Well: For mental health information, a referral, or if you need to talk to someone, call NYC Well, New York City's confidential, 24-hour Mental Health Hotline: 888-NYC-WELL (1-888-692-9355) or website:

<https://nycwell.cityofnewyork.us/en/>

Home Safety and Fire Prevention

Home Safety:

Smoke Alarms and Carbon Monoxide Detectors (NYC Department of Housing Preservation and Development (HPD)): HPD's website has information about the legal obligations of landlords and tenants to install and maintain smoke alarms and carbon monoxide detectors:

<https://www1.nyc.gov/site/hpd/services-and-information/smoke-carbon-monoxide-detectors.page>

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including smoke and carbon monoxide alarms:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-life-safety.page>
<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>
<http://www.fdnysmart.org/>

Smoke Alarms (American Red Cross): The Red Cross's website has information about fire safety and smoke alarm installation. The agency and its partners will install a limited number of free smoke alarms for those who cannot afford to purchase smoke alarms or for those who are physically unable to install a smoke alarm. The Red Cross installs a limited number of specialized bedside alarms for individuals who are deaf or hard-of-hearing.

For general information: <https://www.redcross.org/sound-the-alarm>

For assistance with purchase or installation: <http://www.redcross.org/local/new-york/greater-new-york/home-fire-safety>

Fire Prevention

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including tips on residential fire safety, proper use of fire extinguishers, candle safety, and senior fire safety:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

Fire Code Guide (NYC Fire Department). The Fire Department has posted guidance with respect to the fire safety requirements set forth in the New York City Fire Code and Fire Department rules, including candle safety and decorative alcohol-fueled fireplaces (Chapter 3), Christmas tree safety (Chapter 8), and prevention of electrical hazards (Chapter 6):

<https://www1.nyc.gov/site/fdny/codes/reference/reference.page>

Know Your Building

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including building construction: <http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

Building Construction (FDNY Foundation): The FDNY Foundation is a not-for-profit that promotes fire safety education. Its website has information to help you know whether you live in a fireproof or non-fire proof building:

<http://www.fdnysmart.org/safetytips/fire-proof-or-non-fire-proof/>

Apartment Identification and Fire Emergency Markings (NYC Fire Department). For more information about apartment identification and fire emergency marking requirements, see NYC Fire Code Sections FC505.3 and FC505.4 and Fire Department rules 3 RCNY 505-01 and 505-02. The Fire Department has posted the Fire Code and rules on its website, together with a Fire Code Guide that includes (in Chapter 5) Frequently Asked Questions about these requirements. The link to this information is:

<https://www1.nyc.gov/site/fdny/codes/fire-code/fire-code.page>

<https://www1.nyc.gov/site/fdny/codes/fire-department-rules/fire-dept-rules.page>

<https://www1.nyc.gov/site/fdny/codes/reference/reference.page>

What To Do In A Fire or Non-Fire Emergency

Evacuation Assistance: Lift and Carry Techniques (City of Los Angeles): The different ways one or two persons can carry someone, with sketches and instructions: <http://www.cert-la.com/downloads/liftcarry/Liftcarry.pdf>

Evacuation Devices (NYC Mayor's Office for People with Disabilities): The City has posted information about stair chairs and other evacuation devices, including considerations for purchasing an evacuation device for use in your building:

<http://www1.nyc.gov/site/mopd/resources/considerations-for-purchasing-an-evacuation-device-for-use-in-your-building.page>

Power Outages. Contact numbers to report power outages and other utility emergencies are as follows:

Utility Company Emergency Numbers:

Con Edison 24-hour hotline: 800-752-6633 (TTY: 800-642-2308)

National Grid 24-hour hotline: 800-465-1212

Suspicious Mail or Packages: The U.S. Postal Service has published information on how to protect yourself, your business, and your mailroom from a package that contains a bomb (explosive), radiological, biological, or chemical threat:

<http://about.usps.com/posters/pos84/welcome.htm>

Terrorism

PlanNow NYC (NYC Emergency Management) is the City website that informs New Yorkers about potential terrorist actions and other emergencies. The interactive website is designed to engage New Yorkers about possible emergency scenarios, from an active shooter incident to a radiological, biological or chemical incident: <https://plannownyc.cityofnewyork.us/>

Run Hide Fight (City of Houston): The City of Houston has published a video about how the public should respond to an active shooter incident:
<https://www.youtube.com/watch?v=5VcSwejU2D0>

NYPD Shield (NYC Police Department): NYPD Shield is a Police Department program for building owners and other private sector businesses to counter terrorism through information sharing:
<https://www.nypdshield.org/public/>

401-06 (10-25-21 w/cover)

SPECIAL HOUSE RULES ADDENDUM

This is an addendum to the lease between 24535 Owners Corp. and
dated _____.

I/We agree to abide by all the House Rules of 245 East 35th Street and any changes that may be made to them from time to time by the Cooperative Board, including, but not limited to:

- Providing a set of Apt. keys for the "Emergency Lock Key Box";
- Should I/we change the locks, new keys will be provided immediately;
- No bicycles will be taken, or skates or roller blades be worn in the lobby, halls or elevator;
- Garbage will be placed in the incinerator, papers and items that are recycled are to be taken to the designated bins in the basement area;
- No personal items such as door mats, umbrellas, boots or shoes will be left in the common area hallways;
- No moving in or out of the Apartment on weekends or holidays.
- Absolutely no private party groups permitted on the roof. Violations will result in a \$500 fine

Apartment: _____

Purchaser _____ Dated _____

Purchaser _____ Dated _____

RECEIPT OF AMENDMENTS OF PROPRIETARY LEASE AND BY-LAWS

RESOLUTION OF THE SHAREHOLDERS OF
24535 OWNERS CORP.

A special meeting of the shareholders called by the Board of Directors for October 10, 1995, and noticed on September 27, 1995, approved the attached proprietary lease and by-law amendments.

AS PROSPECTIVE SHAREHOLDERS OF THE SHARES OF STOCK OF 24535 OWNERS CORP., AND AS PROSPECTIVE PROPRIETARY LESSEES, I/WE ACKNOWLEDGE RECEIPT OF THE ATTACHED RESOLUTIONS.

APARTMENT _____

DATED: _____

Attachments (2)

EXHIBIT "A"
RESOLUTIONS
PROPRIETARY LEASE AMENDMENT

Paragraph 16 of the Proprietary Lease entitled "Assignment" is amended by adding a new subparagraph (a)(vi) as follows:

"(a)(vi). Except as otherwise set forth below, Lessee (including Holders of Unsold Shares) shall pay to Lessor by official bank check or certified personal check made payable to the direct order of Lessor, a transfer fee (the "Additional Fee") in addition to any other fees required pursuant to this paragraph 16(a) or Article V, Section 5 of the By-Laws in connection with the transfer of the shares and proprietary Lease for an apartment (a "Transfer"), which obligation shall survive the closing of the Transfer. The Additional Fee shall be in an amount equal to \$5.00 per share multiplied by the number of shares being transferred. The Additional Fee shall be payable on a one time basis only in connection with an initial Transfer after 5:00 p.m. on October 23, 1995. However, the following Transfers are exempt from paying the Additional Fee:

(a) A transfer pursuant to contracts of sale entered into and personally delivered (with receipt acknowledged) to Lessor's managing agent on or before 5:00 p.m. on October 23, 1995; and

(b) A transfer to Lessee's parents, spouse, children, adopted children, brothers or sisters ("Immediate Family Members"); and

(c) A transfer to a trust approved by Lessor, provided the beneficiaries of the trust are Immediate Family Members and Lessee or another person or entity approved by Lessor guarantees all obligations of the trust under the Proprietary Lease."

The initial transferee of an apartment assigned to such transferee by a Lessee who was exempted under subparagraphs (a), (b) or (c) above, shall be required to pay the Additional Fee upon such transferee's Transfer.

The Board of Directors of Lessor may reduce or eliminate the Additional Fee after the first mortgage loan encumbering 245 East 35th Street, New York, New York held by Aetna Life Insurance Company ("Aetna") has been assigned or satisfied by Aetna.

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BY-LAWS AMENDMENT

Article V, Section 5 of the By-laws is amended to read as follows:

"Section 5. Fees on Assignment: The Board of Directors shall have authority before an assignment or sublet of a proprietary lease or reallocation of shares takes effect as against the Corporation as lessor, to fix a reasonable fee to cover actual expenses and attorneys' fees of the Corporation, a service fee of the Corporation and such other conditions as it may determine, in connection with each such proposed sublet or reallocation. In addition, except as otherwise set forth below, there shall be paid to the Corporation, by official bank check or certified personal check, a transfer fee (the "Additional Fee") in connection with the transfer of the shares and proprietary lease for an apartment which obligation shall survive the closing of the Transfer. The Additional Fee shall be in an amount equal to \$5.00 per share multiplied by the number of shares being transferred. The Additional Fee shall be payable on a one time basis only in connection with an initial Transfer after 5:00 p.m. on October 23, 1995. However, the following Transfers are exempt from paying the Additional Fee:

- (a) A transfer pursuant to contracts of sale entered into and personally delivered (with receipt acknowledged) to the corporation's managing agent on or before 5:00 p.m. on October 23, 1995; and
- (b) A transfer to assignor's parents, spouse, children, adopted children, brothers or sisters ("Immediate Family Members"); and
- (c) A transfer to a trust approved by the Corporation, provided the beneficiaries of the trust are Immediate Family Members and assignor or another person or entity approved by the Corporation guarantees all obligations of the trust under the proprietary lease."

The initial transferee of an apartment assigned to such transferee by an assignor who was exempted under subparagraphs (a), (b) or (c) above, shall be required to pay the Additional Fee upon such transferee's Transfer.

The Board of Directors of Corporation may reduce or eliminate the Additional Fee after the first mortgage loan encumbering 245 East 35th Street, New York, New York held by Aetna Life Insurance Company ("Aetna") has been assigned or satisfied by Aetna.

245 East 35th Street Pet Registration Form

Name of Owner: _____

Apartment No.: _____

Date of Application: _____

Name of Pet 1: _____

Breed of Pet 1: _____

Size of Pet 1 (in pounds): _____

Age of Pet 1: _____

Name of Pet 2: _____

Breed of Pet 2: _____

Size of Pet 2 (in pounds): _____

Age of Pet 2: _____

APPROVED:

Signature of Board Member

Date

Name of Board Member

ASSUMPTION OF RESPONSIBILITY FOR STRUCTURAL ALTERATIONS

To: Board of Directors

24535 OWNERS CORP.

RE: _____ to _____

24535 OWNERS CORP.

Apartment _____

Gentlemen:

As prospective shareholders and proprietary lessees of your corporation, I/we have been made aware by the seller(s) of the shares allocated to this apartment of any structural alterations or changes made by the seller(s) or his/their predecessors within the apartment since the premises were converted to a cooperative status. I/We understand and agree that the cooperative corporation shall not be responsible and shall not guarantee such structural alterations or changes, nor shall it be responsible for any damages caused by such alterations or changes and that maintaining such alterations or changes shall be my/our responsibility only, and not that of the cooperative corporation. This includes but is not limited to changes or structural alterations affecting the heating system or radiators or any resulting leaks caused by structural alterations or changes performed within the apartment. I/We also understand that the cooperative corporation and management make no representation whatsoever regarding whether the seller(s) or his/their predecessors in interest have made changes or performed alterations in the apartment in conformity with the requirements of the Department of Buildings or a similar agency. I/We also understand that is exclusively my/our responsibility to obtain any necessary assurances from the seller, the Department of Buildings, or any other party which I/we may find necessary in the future.

It is further understood that it is my/our responsibility solely to obtain any protections, guarantees, or representations which I/we will or may need in connection with such changes or structural alterations from my seller(s). Upon the closing of the above transaction, I/we hereby accept responsibility for any changes or structural alterations performed in this apartment. I/We also accept and assume responsibility under the terms of any Alteration Agreement signed by the seller(s) or his/their predecessors in interest as such agreement may relate to this apartment and have taken steps to determine whether any such agreement exists by obtaining such information and assurances from seller(s) as may be necessary. Neither the cooperative corporation, nor its managing agent are responsible for any failure to provide me/us with this information.

Very truly yours,

Date: _____

NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's known bedbug infestation history.

Name of tenant(s): _____

Subject Premises: 24535 Owners Corp., 245 East 35th Street, New York, N.Y. 10016

Apt. #: _____

Date of vacancy lease: _____

BEDBUG INFESTATION HISTORY

The following represents the bedbug history as reported or observed by the owner or designated agent for the cooperative for one year previous to the date of the lease.

(Only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartment, to the best of our knowledge.
- During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- Other _____.

Signature of Tenant(s): _____ Dated: _____

24535 Owners Corp.

Signature of Owner/Agent _____ Dated: _____
By Alexander Wolf & Company, Inc., Managing Agent