

# **Village Gardens Tenants Corp.**

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

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

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

**CO-OP Purchase Application**  
**Village Gardens Tenants Corp**

440 Mamaroneck Ave, Harrison NY 10528  
Tel. 914.698.4100 Fax 914.381.6795 or  
[kurrico@stillmanmanagement.com](mailto:kurrico@stillmanmanagement.com)

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**Please submit (1) hard copy of the following information with all requested items**  
**Please read the complete application first before attempting to fill out the package. Only fully completed applications packages will be submitted for review, incomplete packages will be returned to Applicant.**

1. Completed Authorization for Credit/Background check for all Applicant(s) **AND** Persons over the age of 18 that will reside in the unit including \$150 fee per Credit/Background check made out to Benchmark Management. (See fee schedule checklist.)
2. Copy of a fully executed contract
3. Completed application including part 1 and part 2
4. Signed Acknowledgement of Moving Rules along with Move-In deposit check made payable to: (See fee schedule checklist.)
5. Signed Acknowledgement of House Rules. (Keep House Rules for your records)
6. Signed Acknowledgement of Application Fees
7. Employment Letter on company letterhead stating position and salary. It must be signed and dated. For automated verifications additional fees may apply.
8. W-2 and State/Federal Tax Returns for the last two (2) years. If you have not filed for the current year please provide W-2 or 1099 (For your protection keep **ONLY** the last 4 digits of your social security number)
9. (4) Letters of reference: (2) personal (non-family), (2) business. All references must be signed and dated.
10. Last two (2) months bank statements for both checking and savings accounts. (For your protection keep **ONLY** the last 4 digits of your account #, remove the rest.)
11. Copy of current automobile registration for each
12. Mortgage Commitment Letter or for cash offers, proof of funds
13. Copy of two (2) government issued IDs
14. **No double-sided print and please submit all documents and checks together**

**\*\*The Board reserves the right to require additional evidence of financial responsibility for the prospective purchaser(s)\*\***

**NOTE:** Interviews for prospective purchasers will not be scheduled until a fully completed application along with all documentation has been received and reviewed by the Board of Directors and/or interview committee. **\*\*All family members who will reside in the apartment must attend the interview\*\*.**

Benchmark LM Management Services LLC  
440 Mamaroneck Ave Suite 512  
Harrison, NY 10528  
Tel. 914-698-4100  
Contact person: [kurricco@stillmanmanagement.com](mailto:kurricco@stillmanmanagement.com)

Dear Prospective Owner:

Thank you for your interest in our community.

Enclosed is your application. Please complete and forward the application, along with any required documents, to Benchmark LM Management Services LLC for processing.

On June 28, 2021, the Westchester County Board of Legislators amended the Westchester County Human Rights Law to (1) require cooperative corporations to adopt and disclose the corporation's minimum financial standards or guidelines for admission, (2) to disclose those minimum financial standards or guidelines in the cooperative corporation's admissions application and (3) to disclose the classes of persons protected from discrimination.

The Westchester County Fair Housing Law prohibits discrimination against any applicant based upon race, religion, ethnicity, national origin, gender, age, source of income, disability, marriage status, being a family with children under 18 years of age, sexual orientation, citizenship or alienage status, or being a victim of domestic violence, sexual abuse or stalking.

The completed application along with all required documentation must be submitted to Benchmark LM Management Services LLC at least **4-6 weeks** prior to lease start date. Please do not send **ORIGINAL DOCUMENTS! We will NOT make copies and return.**

304 Fenimore Rd. Unit \_\_\_\_\_

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\*\*\* In order to expedite the application process, Benchmark LM Management Services will only communicate with **two** individuals regarding this application. (**Unit Owner/Landlord** and **(1) other person on the applicant's side**) Please provide names and numbers for the two contacts designated for this application\*\*\*

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
*(Relationship)*

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
*(Relationship)*

Sincerely,  
Benchmark LM Management Services, LLC

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

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## MINIMUM FINANCIAL REQUIREMENTS/GUIDELINES FOR ADMISSION

The Board of Directors of Village Gardens Tenants Corp. (the “Corporation”) hereby promulgates these Guidelines for Admission into the Corporation. These Guidelines shall govern the purchase of Apartments (the “Apartment”) in the Corporation’s building. As comprehensive and inclusive as these Guidelines intend to be, each application is potentially unique, and these Guidelines cannot include all the possible situations and circumstances that could arise during the application process. When the word “applicant,” (the “Applicant”) is used herein, the singular shall also mean and include the plural and *vice versa*.

### **Cash Portion of Sale Price:**

Minimum ten (10%) percent of the sale price for the Apartment. Any Applicant with twenty (20%) percent cash toward the sale price will be reviewed more favorably. In calculating the cash portion, there will be no set-off or reduction for any monetary concessions to the Applicant.

### **Gift of Cash Portion:**

Except as provided by New York State or Westchester County Law, not less than eight (8%) percent of the cash portion shall be funds of the Applicant.

### **Income:**

Applicant’s income must be based on taxable income as reported on the Applicant’s federal or state income tax returns. Undocumented or “off the books” revenues will not be considered as part of the Applicant’s income. For the purpose of calculating the Applicant’s monthly income, the Applicant’s gross annual income, including bonuses documented in writing by the Applicant’s employer, shall be divided by twelve.

### **Financing:**

Maximum ninety (90%) percent of the sale price may be borrowed. Applicants financing eighty (80%) percent or less of the sale price will be reviewed more favorably. There will be no set-off or reduction for any monetary concessions to the Applicant.

### **Credit Score:**

All Applicants shall have a minimum 710 credit score on Transunion.

### **Housing Debt to Income Ratio:**

The Applicant’s monthly housing payment on the Apartment being purchased shall not exceed thirty-three (33%) percent of the Applicant’s gross monthly income. The monthly housing payment shall include, but not be limited to the Applicant’s loan/mortgage payment, maintenance on the Apartment, electric, natural gas, cable and internet.

### **Total Debt to Income Ratio:**

The Applicant’s total debt payments shall not exceed forty (40%) of the Applicant’s gross monthly income. The Applicant’s total debt payments shall include payments on all debt in the name of the Applicant, including but not limited to motor vehicle lease payments, housing

payments as defined above, credit card payments and payments on other secured or unsecured loans. Loans in the name of persons other than the Applicant, but which were guaranteed by the Applicant, shall also be considered.

### **Documentation of Income**

All sources used to calculate the Applicant's income shall be established by documentation submitted with the application, including current pay stubs, social security payments, dividends, interest income, retirement account withdrawals, etc.

### **Documentation of Expenses**

The Board may request documentation of an Applicant's debt related expenses.

### **Required Documentation**

See page 1 of this Application

### **Non-Financial Considerations**

The Board of Directors reserves the right to deny applications for reasons other than a violation of these minimum financial guidelines.

The foregoing Guidelines for Admission supersede and replace all previous and existing Guidelines for Admission. The application of these rules shall be prospective. The Board of Directors of the Corporation reserves to itself the right to amend, supplement or repeal any or all of these Guidelines for Admission. In the event that one of these guidelines is found to be invalid as a matter of law, that particular guideline shall be deemed invalid but shall have no further effect on the remaining guidelines.

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**Part 1 – Application Information for Purchase**

Date: \_\_\_\_\_ Requested move-in date: \_\_\_\_\_  
Proposed Closing Date: \_\_\_\_\_ Number of shares: \_\_\_\_\_

**Managing Agent:**  
Benchmark LM Management Services LLC  
440 Mamaroneck Ave Suite 512  
Harrison, NY 10528  
Tel. 914-698-4100

**Seller(s)**

Name(s) 1. \_\_\_\_\_ 2. \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Broker: \_\_\_\_\_ Email: \_\_\_\_\_  
Attorney: \_\_\_\_\_ Email: \_\_\_\_\_

**Applicant(s)**

Applicant: \_\_\_\_\_ Co Applicant \_\_\_\_\_  
Home #: \_\_\_\_\_ Home #: \_\_\_\_\_  
Business #: \_\_\_\_\_ Business #: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Attorney: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Broker: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Housing History**

Current Address: \_\_\_\_\_  
\_\_\_\_\_  
Length of time at present address \_\_\_\_\_ Do you rent \_\_\_\_\_ Own \_\_\_\_\_  
If less than two (2) years, then list previous address: \_\_\_\_\_  
\_\_\_\_\_  
Monthly Rent/Mortgage and Maintenance at Current Address \$ \_\_\_\_\_  
Current Landlord: \_\_\_\_\_ Phone # \_\_\_\_\_  
Dates of Occupancy: \_\_\_\_\_  
Title to Be Held In What Names: \_\_\_\_\_

**Applicant(s) Personal Information**

Applicant \_\_\_\_\_ Co-Applicant \_\_\_\_\_

Complete current address for both applicant(s) if applicable:

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

Date of Residency: \_\_\_\_\_ to \_\_\_\_\_ Date of Residency: \_\_\_\_\_ to \_\_\_\_\_

U.S. Citizenship: Yes \_\_\_\_\_ No \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Current Employer:

\_\_\_\_\_

Nature of Business: \_\_\_\_\_

Employer's Address and Contact Number:

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

Employment Status:

FT \_\_\_\_\_ PT \_\_\_\_\_

FT \_\_\_\_\_ PT \_\_\_\_\_

Title or Position: \_\_\_\_\_

Are you self-employed? Yes \_\_\_\_\_ No \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_

Date of Employment \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ to \_\_\_\_\_

Estimated Income this year \$ \_\_\_\_\_

\$ \_\_\_\_\_

Actual Income last year \$ \_\_\_\_\_

\$ \_\_\_\_\_

\*\*If employed less than two (2) years' list:

Previous Employer

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

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

Title or Position: \_\_\_\_\_

Date of employment \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ to \_\_\_\_\_

Educational Background: \_\_\_\_\_

Schools Attended: \_\_\_\_\_

Degree completed if applicable: \_\_\_\_\_

Number of Dependent Children: \_\_\_\_\_

**Other Dependents:**

List of all persons, other than the applicants, who will reside in the apartment:

Number of Persons to reside in Apartment: \_\_\_\_\_

Name Relationship Age

- |    |       |       |       |
|----|-------|-------|-------|
| 1) | _____ | _____ | _____ |
| 2) | _____ | _____ | _____ |
| 3) | _____ | _____ | _____ |
| 4) | _____ | _____ | _____ |
| 5) | _____ | _____ | _____ |

Will this apartment be your primary residence? Yes \_\_\_ No \_\_\_

If No, Who will reside in the apartment? \_\_\_\_\_

**Part 2- Applicant Financial Information**

THESE QUESTIONS APPLY TO ALL PURCHASER(S)  
IF A YES ANSWER IS GIVEN TO A QUESTION IN THIS AREA EXPLAIN ON AN ATTACHED SHEET

	<u>Applicant</u>	<u>Co-Applicant</u>
	YES OR NO	YES OR NO
Have you any outstanding judgments?	_____	_____
In the last 7 years, have you been declared bankrupt?	_____	_____
Have you had property foreclosed upon? or given title or deed in lieu thereof?	_____	_____
Are you a co-maker or endorser on a note?	_____	_____
Are you a party in a lawsuit?	_____	_____

**DESCRIBE OTHER INCOME**

Applicant C) Co-Applicant NOTICE: Alimony, child support or separate maintenance income need not be revealed if the Applicant or Co-Applicant does not choose to have it considered as a basis for paying maintenance charges.

Monthly Amount

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

**DETAILS OF PURCHASE \*\*\*Estimated Closing date** \_\_\_\_\_

If applicable, explain "other financing" or "other equity". Provide an addendum if more space is needed.

- a) Purchase Price \* \$ \_\_\_\_\_
- b) Total closing costs (est.) \$ \_\_\_\_\_
- c) Prepaid escrows (est.) \$ \_\_\_\_\_
- d) Total for (a. b. & c.) \$ \_\_\_\_\_
- e) Amount financing \$ \_\_\_\_\_
- f) Other financing \$ \_\_\_\_\_
- g) Other equity \$ \_\_\_\_\_
- h) Amount of cash deposit \$ \_\_\_\_\_

i) Closing costs paid by seller \$ \_\_\_\_\_  
 j) Cash required for closing (est.) \$ \_\_\_\_\_

**\*\*Copy of Contract of Sale Agreement is to be submitted with application. \*\***

**Applicant**                      **Co-Applicant**  
 Yes or No                      Yes or No

Are you obligated to pay alimony, child support or separate maintenance?      \_\_\_\_\_      \_\_\_\_\_

Is any part of the down-payment borrowed or a gift?      \_\_\_\_\_      \_\_\_\_\_

**\*\*\*Note if any portion of the down-payment, lease payment or security is a gift or is borrowed, please list amounts, sources, and repayment terms, if applicable\*\*\***

**Details of Financing**

1. Name of Bank: \_\_\_\_\_  
 Amount Financing: \$ \_\_\_\_\_  
 Term: \_\_\_\_\_ Interest: \_\_\_\_\_  
 Monthly Payment: \$ \_\_\_\_\_  
 Co-signer of the loan: \_\_\_\_\_

2. Name of Bank: \_\_\_\_\_  
 Amount Financing: \$ \_\_\_\_\_  
 Term: \_\_\_\_\_ Interest: \_\_\_\_\_  
 Monthly Payment: \$ \_\_\_\_\_  
 Co-signer of the loan: \_\_\_\_\_

**Gross Monthly Income**

<b><u>Item</u></b>	<b><u>Purchaser</u></b>	<b><u>Co-Purchaser</u></b>	<b><u>Total:</u></b>
Base Employee Income:	\$ _____	\$ _____	\$ _____
Overtime:	\$ _____	\$ _____	\$ _____
Bonuses:	\$ _____	\$ _____	\$ _____
Commissions:	\$ _____	\$ _____	\$ _____
Dividends/Interest:	\$ _____	\$ _____	\$ _____
Net Rental Income:	\$ _____	\$ _____	\$ _____
Other Income:	\$ _____	\$ _____	\$ _____
Total:	\$ _____	\$ _____	\$ _____

**PURCHASERS REFERENCES:**

2 Personal References

(No relatives)

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

Phone Number \_\_\_\_\_

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

Phone Number \_\_\_\_\_

2 Business References

(No relatives)

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

Phone Number \_\_\_\_\_

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

Phone Number \_\_\_\_\_

**VERIFICATION OF INCOME: W-2 & CURRENT PAYSTUB REQUIRED**

Other Sources of Income Please List:

1) Type: \_\_\_\_\_ Amount: \_\_\_\_\_

2) Type: \_\_\_\_\_ Amount: \_\_\_\_\_

3) Type: \_\_\_\_\_ Amount: \_\_\_\_\_

**References:**

Bank \_\_\_\_\_

Address \_\_\_\_\_

Bank \_\_\_\_\_

Address \_\_\_\_\_

Credit Card \_\_\_\_\_ Account # \_\_\_\_\_

Please write any additional information on the back. Please list any additional banking information or Capital assets etc.

**MONTHLY EXPENSES:**

Credit Cards

---

---

**Co-op Mortgage**

Present

---

Proposed

---

Co-op maintenance

---

Present

---

Proposed

---

Automobile Loans

---

Other Installment Debt

---

Utilities

---

Hazard Insurance

---

Real Estate Taxes

---

Alimony, Child Support, and separate maintenance payments owed

---

Other payables (fill in below)  
(ex. telephone, car insurance, commuting expenses, etc.)

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Total

\*combined total monthly expenses for applicant and co-applicant

**ASSETS**

Checking/Savings/Money Market:

1. \_\_\_\_\_

Account # \_\_\_\_\_

2. \_\_\_\_\_

Account # \_\_\_\_\_

3. \_\_\_\_\_

Value

As of (date)

\$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

Account # \_\_\_\_\_ \$ \_\_\_\_\_  
 Stocks/Bonds/Mutual Funds: \$ \_\_\_\_\_  
 (Attach itemized list)  
 Life Insurance Net Cash Value \$ \_\_\_\_\_  
 Vested Interest in Retirement Fund \$ \_\_\_\_\_  
 Net Worth of Business Owned \$ \_\_\_\_\_  
 (attach financial statement)

Real Estate (Owned)  
 \_\_\_\_\_  
 \_\_\_\_\_

Automobiles (Owned)  
 \_\_\_\_\_  
 \_\_\_\_\_

Other Assets (attach itemized list)  
 \_\_\_\_\_  
 \_\_\_\_\_

Total \_\_\_\_\_  
 \_\_\_\_\_

**LIABILITIES**

<b><u>Credit Cards</u></b>	<b><u>Balance</u></b>	<b><u>Type of Credit Line</u></b>	<b><u>Monthly Payment</u></b>
Name: _____	\$ _____	_____	_____
Account #: _____		Bank Drawn On: _____	

Name: _____	\$ _____	_____	_____
Account #: _____		Bank Drawn On: _____	

<b><u>Automobile Loans</u></b>	<b><u>Balance</u></b>	<b><u>Remaining Payments</u></b>	<b><u>Monthly Payment</u></b>
	\$ _____	\$ _____	\$ _____

<b><u>Real Estate Loans</u></b>	<b><u>Balance</u></b>	<b><u>Remaining Payments</u></b>	<b><u>Monthly Payment</u></b>
	\$ _____	\$ _____	\$ _____

Other Debts (including stock pledges)

(Itemized separately) \$	_____	\$	_____	\$	_____	
Total	\$	_____	\$	_____	\$	_____

It is agreed that this application is subject to acceptance or rejection at its discretion at any time by the Coop Corporation Board of Directors.

\_\_\_\_\_  
Applicants Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicants Signature

\_\_\_\_\_  
Date

**ACCESS AGREEMENT**

**304 Fenimore Rd. Unit \_\_\_\_\_**

The undersigned Applicant represents that I/We are aware that the Proprietary Lease Agreement allows for the Cooperation (the Lessor) to have all the apartment entrance door keys to my/our apartment at all times.

While the Corporation is not responsible for the loss or misuse of these keys, the Corporation has provided a secure area for the retention of these keys and they are to be utilized in the case of an emergency only and only after all attempts to contact the residents have been exhausted.

By my/our acknowledgement of this form, I/We herein agree that I/We will supply a complete set of keys to my/our apartment to the Superintendent immediately. If any lock is altered or changed any time thereafter, I/We will notify the Superintendent and immediately provide a new key thereto.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PLEASE KEEP MOVING RULES**

**Moving Rules**

The following policy is STRICTLY ENFORCED and applies to all residents

- All moves must be scheduled with the Property Manager. You can reach Benchmark LM Management at (914) 698-4100.
- Move-ins and move-outs may only occur Monday-Friday 9:00 am to 4:30 pm (please confirm hours with your property manager). If exceeding moving hours, a fee of \$150 will be assessed.
- Saturday only SMALL DELIVERIES AND PICKUPS ARE ALLOWED (please confirm hours with your property manager).
- Sunday ABSOLUTELY NO MOVING OR DELIVERIES ARE ALLOWED
- Move-ins MUST HAVE APPROVAL from both Property Manager and Superintendent

Please note that you are responsible for your moves. Any damage caused by your moving company will be your responsibility. It is up to you to settle the damage disputes directly with your mover, not the Association

**NO FULL MOVE-INS OR MOVE-OUTS ARE PERMITTED ON WEEKENDS**

If a moving company is used, the management office must receive a certificate of insurance at least five (5) days prior to the scheduled move. Please request the Sample Insurance for your condominium which can be given to your moving company. You can email this request to [kurrico@stillmanmanagement.com](mailto:kurrico@stillmanmanagement.com)

Insurance certificates evidencing commercial general liability name as additional insured:

**(Building Name)**

c/o Benchmark LM Management Services, LLC  
440 Mamaroneck Ave, Suite 512  
Harrison, New York 10528

- Please make sure this information is written exactly as it appears here, failure to do so will result in a delay of your move.

There are no exceptions to this policy without the prior written consent from the Board of Managers. Please note that any and all correspondence to the Board regarding an exception must be sent to Benchmark Property Management/ Property Manager



**RENOVATIONS - REMODELING - CONSTRUCTION**  
**POLICY & RULES**

**NON-SUBSTANTIAL JOBS**

This category includes cosmetic work such as painting, plastering, floor sanding and the installation of carpet and floor tile. Non-substantial jobs are generally those that could not predictably affect the heating, plumbing, and electrical or structural systems of the building.

Any Owner who plans to have a non-substantial job performed in their apartment must notify (in writing) the Managing Agent and notify (verbally) the Superintendent of the scope of work to be performed and the dates on which the work will be performed. No work can be commenced without the written approval of the Managing Agent prior to commencement. This includes any of the aforementioned work even if the Shareholder intends to physically perform this work themselves.

Any Owner who has a non-substantial job performed in their apartment must comply with the following rules:

1. Workers can only be in the building between the hours 8:00 am to 5:00 pm Monday through Friday. Work shall not be performed on **Saturdays, Sundays or Holidays** (except for quiet work which is self-contained within the apartment). No work that can create noise or otherwise disturb neighbors shall be performed before 9:30 am.
2. Workers must check in and out with the Superintendent on a daily basis. All workers must enter and exit through the basement, garage or service entrance where possible and may not use the front lobby door.
3. **Workers** must clean up on a daily basis all dust and debris the job creates anywhere in the building (outside of apartment) i.e. elevators, halls, basement, and must remove all debris from the building on daily basis. Debris may not be deposited with the trash or in building disposal **areas** or left for municipal pick-up.
4. Workers may not store their tools, equipment or supplies in the basement, halls or any other common areas.
5. Workers must protect the elevator or halls and stairs from scratching or other marring by using either pads or construction paper. Hallway floors must be similarly protected.

## **SUBSTANTIAL JOBS**

This category includes any work that involves the removal/or installation of electrical wiring or equipment, plumbing equipment (inclusive of toilets, sinks, vanity cabinets, kitchen equipment or the demolition or alteration of interior unit walls (even if non- structural). Any partial or complete kitchen or bathroom renovations are considered substantial.

If an Owner is uncertain whether a particular job is substantial or non-substantial. it is the Owner's responsibility to request a written opinion from the Managing Agent.

If a job is a substantial, Rules 1 through 5 set forth herein, must be complied with and, in addition, the Shareholder must comply with the following Rules:

6. The Managing Agent must approve the Contractor you wish to retain to perform the work. (There have been instances where Contractors have caused damage to the building systems and have failed to adhere to procedures intended to protect the building and its residents).
7. The Owner must submit the following documents to the Managing Agent. After the Managing Agent has reviewed the documents, you will be advised, in writing, of approval, denial or a request for additional documentation: (The Managing Agents written approval must be obtained prior to the commencement of any alteration or improvement.)
  - a) A detailed, written statement describing the scope of work.
  - b) A set of legible plans for the job, signed by a licenses Architect or Engineer.
  - c) A copy of the Rules signed by the Shareholder and Contractor,
  - d) Complete copies of all Contracts made with the Contractors and Suppliers. Any and all Contractors must be licensed and a copy of that license must also be submitted. General Contractors may not perform plumbing or electrical work without them having required licenses and must submit same.
  - e) A Certificate of Insurance evidencing Personal Liability, Property Damage, Employee's Liability and Worker's Compensation coverage in an amount not less than \$1,000,000.00. Certificates will name the Corporation, the Managing Agent and the Shareholder as co-insureds. Ea.ch Certificate shall state that the coverage may not be terminated without ten (10) days prior written notice of their termination to the Managing Agent. A Certificate is required for each Contractor and Sub-Contractor.
  - f) A written statement indicating whether any other apartments will be affected by the job (i.e. water, heating or electrical shut off and, if so, which apartments, in what way, and for how long will be affected. Any aforementioned shut off requires at least a twenty-four (24) hour prior notice to any and all affected residents, Managing Agent and Superintendent.
  - g) If, by Law, Statute or Code, the proposed work requires the prior approval of government agendas and the issuance of a Permit, you must submit copies of all Permits and Applications for those Permits.

- h) If, in the sole discretion of the Managing Agent, an Engineer must be engaged to review any submission, the cost thereof shall be charged back to the unit owner.
- i) A refundable (if there has been no damage or violation of these Rules) renovation deposit in an amount up to \$1,000.00 may be requested and must be rendered prior to written approval being granted.

Any violations of the Rules herein set forth will subject the owner to a fine of up to \$1,000.00 (amount to be set by the Managing Agent depending on the severity of the violation and at the Managing Agents sole discretion)

If an Owner, or their Contractors, violates any of the Rules herein set forth, or if the Managing Agent, in his sole discretion, determines that a job is being performed in an unsafe manner, or if the Scope of Work has been or will be exceeded, the Corporation reserves the right to withdraw any written approval and to stop all work at any time, and shall incur no liability if they do so.

I/We have reviewed and understand the Rules herein contained and agree to abide by all of the provisions contained therein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

304 Fenimore Rd. Unit \_\_\_\_\_

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**ACKNOWLEDGEMENTS OF HOUSE RULES**

I, \_\_\_\_\_ hereby state that I have read and understood the house rules of the condominium, and hereby agree to abide by said house rules and regulations.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT OF APPLICATION FEES**

I (we) hereby acknowledge that all fees paid pursuant to this application are non-refundable, unless otherwise noted, and hereby authorize you or your agents to obtain a credit report and related information and contact any references or employees listed herein (if applicable).

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT OF MOVING RULES**

I, \_\_\_\_\_ hereby state that I have read and understood the moving rules of the corporation, and hereby agree to abide by said moving rules.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Acknowledgments

**304 Fenimore Rd. Unit \_\_\_\_\_**

1. The Applicant (s) herein has received and read a copy) of the Proprietary Lease Agreement, House Rules and By-Laws and will abide by the rules as set forth therein. I/We understand that any violations of the house rules are, in effect, violations under the proprietary lease on the apartment and may lead to termination of sub-let approval or legal action against the owner(s). Violations may also subject the occupants to eviction proceedings or termination of the stock and lease. Legal expenses incurred by the Corporation to cure the subject violations will be assessed to the unit owner as additional maintenance.
2. The applicant(s) herein acknowledge that the aforementioned house rules and by laws may be modified, changed or added to by the Corporation's Board of Directors from time to time and we herein agree to abide by any such modifications, changes or additions.
3. The applicant(s) herein understand that they will not move into the building or move any possessions into the subject unit until they have received written approval from the managing agent and until they have advised the superintendent, and he has approved, of a proposed move in date.
4. The applicant(s) herein acknowledge that it is a requirement of the Cooperative Corporation that I/We submit a written request to make any alterations or improvements to the unit. No alterations or improvements can be made until the written request, in a format acceptable to the managing agent, is submitted, and approved, in writing by the managing agent.
5. The applicant(s) herein **acknowledges that** the apartment unit may not be sub-let without prior written consent of the managing agent.
6. The applicant(s) herein understands **that** the managing agent and/or the corporation may impose certain charges on either the seller/lessor or **purchaser/tenant**. These charges may include, but are not limited to, flip **tax**, sublet fee, transfer fee, recognition review fee or lost document replacement **fee**. **The parties** to this transaction will be responsible for the payment of any such fees imposed. The transfer agent may request that a certified check or bank money order be provided for payment of these fees.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

304 Fenimore Rd. Unit \_\_\_\_\_

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**Criminal/Credit Report Authorization**

“I HEREBY AUTHORIZE BENCHMARK LM MGT. SERVICES LLC TO OBTAIN A CONSUMER REPORT, AND ANY OTHER INFORMATION IT DEEMS NECESSARY, FOR THE PURPOSE OF EVALUATING MY APPLICATION. I UNDERSTAND THAT SUCH INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, CREDIT HISTORY, CIVIL AND CRIMINAL INFORMATION, RECORDS OF ARREST, RENTAL HISTORY, EMPLOYMENT/SALARY DETAILS, VEHICLE RECORDS, LICENSING RECORDS AND/OR ANY OTHER NECESSARY INFORMATION. I HEREBY EXPRESSLY RELEASE BENCHMARK LM MGT. SERVICES LLC AND ANY OTHER PROCURER OR FURNISHER OF INFORMATION, FROM ANY LIABILITY WHAT-SO-EVER IN THE USE, PROCUREMENT, OR FURNISHING OF SUCH INFORMATION, AND UNDERSTAND THAT MY APPLICATION INFORMATION MAY BE PROVIDED TO VARIOUS LOCAL, STATE AND/OR FEDERAL GOVERNMENT AGENCIES, INCLUDING WITHOUT LIMITATION, VARIOUS LAW ENFORCEMENT AGENCIES.”

Please include a fee in the amount of **\$150.00** per applicant for a criminal/credit report to be submitted with application in addition to other required fees. Fees must be paid by **Check or Money Order** and made payable to BENCHMARK LM MGT. SERVICES LLC.

**Applicant Signature:** \_\_\_\_\_

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

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

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

Date of Birth: \_\_\_\_\_ Annual Salary \_\_\_\_\_

**Co- Applicant Signature:** \_\_\_\_\_

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

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

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

Date of Birth: \_\_\_\_\_ Annual Salary \_\_\_\_\_

## **FEE CHECKLIST**

Please note that all fees will need to be submitted along with a completed Purchase Application. If fees are not included the application will not be processed.

### **NON- REFUNDABLE**

- **\$350.00** Application Processing Fee payable to Benchmark Management  
**(Purchaser)**
- **\$150.00** Criminal/Credit Background Check Fee payable to Benchmark Management. (Per person over the age of 18 occupying the property)  
**(Purchaser)**

### **REFUNDABLE**

- **\$500.00** Move-in Deposit payable to.  
**(Purchaser)**
- **\$500.00** Move-out Deposit payable to.  
**(Purchaser)**