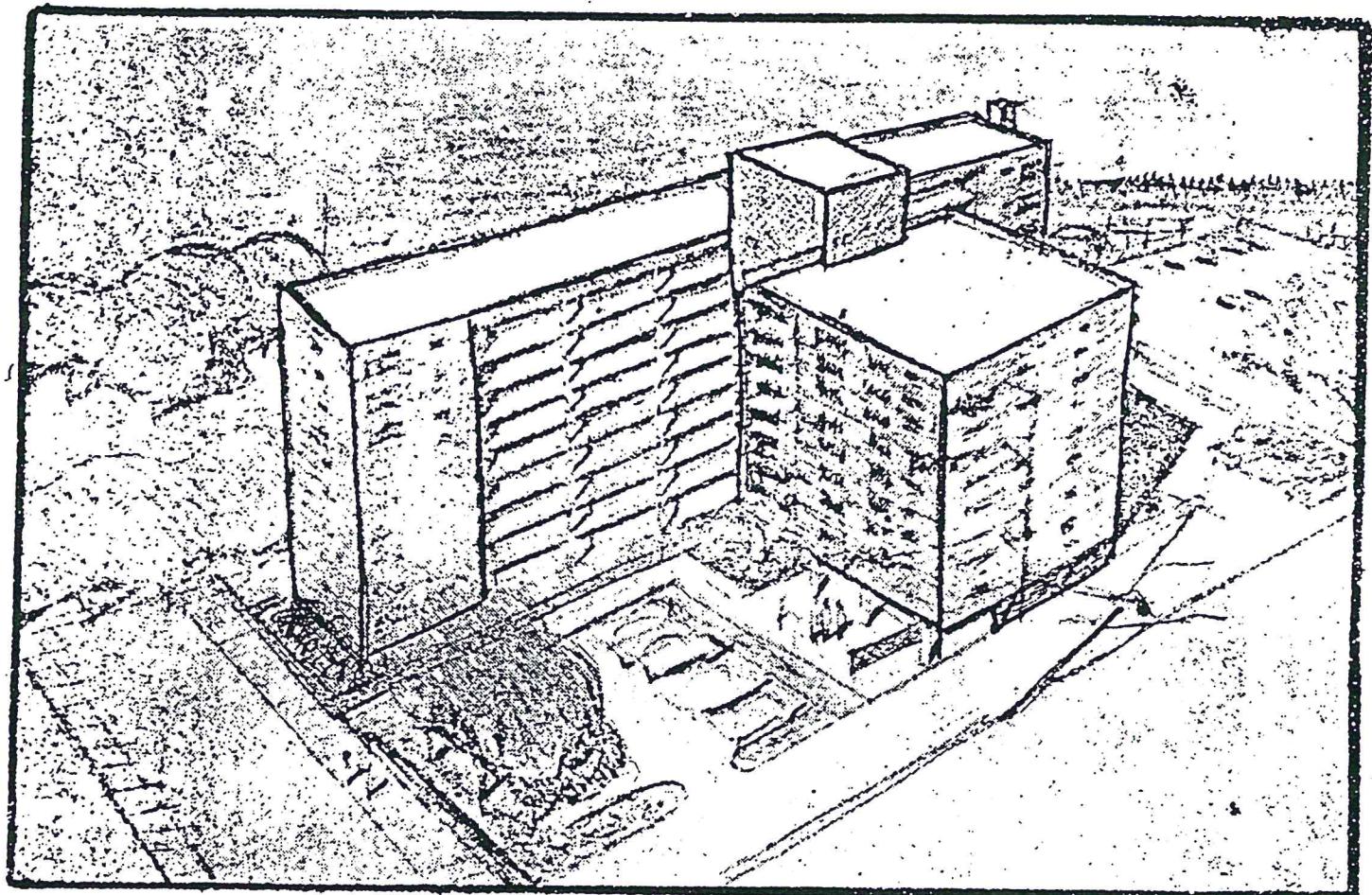


Sunset Green Housing Corporation



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INTRODUCTION

The primary purpose of this booklet is to make available to all Co-operators of Sunset Green, a reference manual of the Rules, Regulations, and Laws that will enable all tenant stockholders to live together in understanding and harmony.

May we suggest that you add to this booklet all pertinent information passed on to the tenant co-operators through various future bulletins or minutes of the Board Of Directors, so that an up to date ready reference may be available to you at all times.

(Contents are subject to change and revision)

SUNSET GREEN HOUSING CORPORATION is the owner of and operates the limited profit housing company project at 159 Hawthorne Avenue, Yonkers, New York, known on the Official Tax Map of the City of Yonkers, as Block 172, Lots 14, 16 and 48, which was completed on July 27, 1960. The date of the initial occupancy was June 23, 1960. In the aggregate the project comprises 70 apartments totaling 347-1/2 rental rooms.

The Common Council of the City of Yonkers by Resolution No. 369/1959 adopted on June 9, 1959, has granted to SUNSET GREEN HOUSING CORPORATION exemption from local and municipal taxes other than assessment for local improvements to the extent of whichever is less of either (a) 50% of the full value of the property included in such project, or (b) any increase in the value of the property over the assessed valuation of the real property, both land and improvements, acquired for the project at the time of such acquisition by said housing corporation. Such exemption excludes assessments for local improvements and is to continue for so long as capital loans or investments of the company are outstanding, but in no event for a period of more than thirty (30) years

The amount of the original mortgage was \$1,215,000.00 bearing interest at 3.392% per annum, and is payable in accordance with a schedule of increasing annual amortization payments and decreasing annual interest payments. Deposits are made into a "Debt Service" Fund to secure the aforesaid payments and these deposits will continue until the maturity of the mortgage.

ORGANIZATION AND METHOD OF OPERATION

The Sunset Green Housing Corporation was organized in 1956 as a Limited Profit Housing Company under Article XII of the Public Housing Law of the State of New York. Sunset Green was built under the Limited Profit Housing Program of the State of New York (State Mitchell-Lama Act) and with the cooperation of the Common Council of the City of Yonkers.

The Sunset Green Housing Corporation is a consumer cooperative organization. The tenant-cooperators are the only stockholders. Each stockholder, irrespective of the number of shares he may own, has only one vote. The equity for the cooperative was provided by the members investing \$440.00 per room. The number of shares a member owns is determined by the number of rooms in his apartment. The average monthly rental, or carrying charges, in the entire development, includes utilities.

The cooperative is administered by a Board of Directors elected by the member stockholders. During the period of organization, construction and until about one year after completion, the initial Board of Directors established by the incorporators remained in force. This permitted the organization to settle all matters that had to do with the construction and it also provided the members with an opportunity to become acquainted.

Contrary to a mistaken assumption by the public, an individual cooperator does not own his apartment. He is a part owner of the entire development. He enters into a lease with the housing corporation for a period of three years and is free to vacate the apartment at the end of that period.

At the end of each fiscal year, the stockholders receive a detailed Financial Report of operations. If, after all expenses are paid and the reserve set aside, there should be a surplus, the Board of Directors may decide to distribute the surplus in the form of rent rebates. The rebate, when declared, is in proportion of the amount of members paid in carrying charges during the year. No dividends are declared on the stock investment.

At the Annual Stockholders meeting, the Financial Report is discussed; there are also reports submitted by the Board of Directors and Management. The stockholders elect members to the Board of Directors. The Board of Directors forms an Operations Committee, House Activities Committee and other necessary committees. These committees may consist of non-board members. The Board's decisions then refer to professional management so that they can be carried out. This has been found to be the most efficient way to operate a housing cooperative.

ADOPTED JUNE 12, 1956

John F. Brennan
Secretary

BY-LAWS

of

SUNSET GREEN HOUSING CORPORATION

Organized Pursuant to the Limited-Profit Housing Companies Law.

ARTICLE I

DECLARATION OF PURPOSES

SECTION 1. This corporation is organized under and pursuant to the Limited-Profit Housing Companies Law of the State of New York and with the approval of the Commissioner of Housing of the State of New York.

The object of the corporation is to construct and operate adequate, safe and sanitary housing accommodations for persons of low or moderate income, in accordance with cooperative principles.

ARTICLE II

STOCKHOLDERS MEETINGS

SECTION 1. Annual Meetings. The annual meeting of the stockholders of the corporation for the election of Directors for the ensuing year and for the transaction of other business of the corporation shall be held at the office of the corporation in the City of New York or the City of Yonkers, on the first Wednesday in June of each year, if not a legal holiday; and if a legal holiday, then on the next secular day following. Written notice of the annual meetings shall be mailed to each stockholder entitled to vote at such address as appears on the stock book not less than 10 nor more than 40 days prior to the date of the meeting; but any meeting at which all stockholders shall be present, or at which all stockholders not present have waived notice in writing, notice as above specified shall not be required.

SECTION 2. Special Meetings. Special meetings of the stockholders for any purpose or purposes may be called at any time by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors or at the request in writing of 25% of the stockholders who shall require the Secretary or other officer of the corporation to give notice of

such meetings. Written notice of such meeting, setting forth the time and place of the holding of such meeting and the object thereof, shall be mailed to each stockholder entitled to vote at such address as appears on the stock book not less than 10 nor more than 40 days prior to the date of the meeting; but any meeting at which all stockholders shall be present, or at which all stockholders not present have waived notice in writing, notice as above specified shall not be required.

SECTION 3. Quorum. Presence in person or by proxy of a majority of the holders of the outstanding stock entitled to vote shall be necessary to constitute a quorum, but a lesser number may adjourn from time to time without notice other than an announcement at the meeting in which the requisite number of stockholders shall be present.

SECTION 4. Voting. At all meetings of the stockholders, all questions the manner of deciding which is not specifically regulated by statute shall be determined by a vote of the majority of the stockholders present at the meeting. Each stockholder shall be entitled to one vote for any and all purposes regardless of the number of shares held by such holder. All voting shall be *viva voce* except as otherwise prescribed by statute.

SECTION 5. Order of Business. At all meetings of the stockholders the following order of business shall be observed so far as consistent with the purposes of the meeting:

1. Calling the roll of persons entitled to vote.
2. Proof of notice of meeting.
3. Reports, respectively, of President, Treasurer or Secretary.
4. Reports of committees, if any.
5. Election of directors.
6. Transaction of such other business as may properly come before the meeting.

ARTICLE III

DIRECTORS

SECTION 1. Number and Term of Office and Qualifications.

The number of directors shall be not less than three nor more than fifteen. Directors need not be stockholders. The directors shall be elected at the annual meeting of the stockholders in each year. Directors shall serve for one year and until their successors are duly elected and shall qualify, except with respect to the director, if any, who may have been designated by the Commissioner of Housing of the State of New York, in which case he shall serve until his successor shall have been duly selected by the Commissioner of Housing of the State of New York and shall have qualified.

SECTION 2. Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, removal or otherwise of any director elected by the stockholders, or by reason of any increase in the number of members constituting the full Board of Directors, may be filled for the unexpired term by a majority vote of the remaining directors unless such remaining directors are not sufficient to constitute a quorum, in which case a special meeting of stockholders shall be called and such number of directors shall be elected as may be necessary to constitute the full membership of the Board. Any vacancy occurring in the Board of Directors by reason of death, resignation, removal or otherwise of the member of the Board, if any, who may have been designated by the Commissioner of Housing of the State of New York, shall be filled by designation of said Commissioner.

SECTION 3. Meetings. Meetings of the Board of Directors may be held at any time upon call of the President, the Vice President or any two members of the Board. Such meetings shall be held either in the City of New York or the City of Yonkers, except as otherwise determined and fixed from time to time by the Board of Directors.

SECTION 4. Notice of Meetings and Waiver of Notice. Notice of each meeting, stating the time, place and objects thereof shall be given by mailing at least forty-eight hours before such meeting or by telegraphing at least twenty-four hours before such meeting, a copy of such notice addressed to each director at his last known post office address. Notice may be waived in writing by any director. Any meeting may be validly held without notice, at which every director shall be present, or if those directors who are absent shall waive notice.

SECTION 5. Quorum. A majority of the Board of Directors shall constitute a quorum, and a majority of the members in attendance at any meeting of the Board shall, in the presence of a quorum, decide its action; a minority of the Board present at any meeting may, in the absence of a quorum, adjourn to a later date but may not transact any other business.

SECTION 6. Executive Committee. The Board may appoint from among its members an Executive Committee, consisting of not less than three directors. Any vacancy occurring in the Executive Committee shall be filled by the Board of Directors. The Executive Committee shall exercise such powers and perform such duties as the Board of Directors from time to time shall prescribe. The Executive Committee may fix its own rules of procedure, but in every case the presence of a majority shall be necessary to constitute a quorum, and a majority of the members in attendance at any meeting of the Executive Committee, shall, in the presence of a quorum, decide its action; a minority of the Executive Committee present at any meeting may, in the absence of a quorum, adjourn to a later date but may not transact any other business. The Executive Committee shall keep a record of all its proceedings and shall report the same to the Board of Directors. The director who is the designee of the Commissioner of Housing shall, at all times, be entitled to be a member of the Executive Committee.

SECTION 7. Other Committees. The Board of Directors may, from time to time, appoint from among its members other committees with such powers and duties as it shall determine.

SECTION 8. Duties and Powers. The Board of Directors shall have entire charge of the property, interests, business and transactions of the corporation, and may adopt such rules and regulations for the conduct of its meetings and management of the corporation as it may deem proper, not inconsistent with law or these By-Laws. The Board of Directors may delegate to the officers of the corporation such powers and authority and assign to them such duties as the Board may deem necessary, proper or appropriate to the effective prosecution of the corporation's business.

ARTICLE IV

OFFICERS

SECTION 1. Election. The Board of Directors at its first meeting after the election of directors in each year shall elect from its number a President and shall also elect a Vice-President, a Secretary and Treasurer. It may elect an Assistant Secretary and an Assistant Treasurer, and such other officers as in its discretion the needs of the corporation may from time to time require.

SECTION 2. Term of Office. All officers of the corporation shall be appointed to hold their respective offices during the pleasure of the Board of Directors, and any vacancy occurring in the office of the President, Vice President, Treasurer or Secretary or any other office shall be filled by the Board of Directors.

SECTION 3. President. The President shall preside at all meetings of the Board of Directors, and shall act as chairman at, and call to order, all meetings of the stockholders. Subject to the supervision and direction of the Board of Directors and the Executive Committee, the President shall have the general management of the affairs of the corporation and perform all the duties incidental to his office.

SECTION 4. Vice-President. The Vice-President shall, in the absence, disability or incapacity of the President, have the powers and perform the duties of the President, and those which the Board of Directors may assign to him from time to time.

SECTION 5. Secretary. The Secretary shall keep the minutes of the meetings of the directors and stockholders; shall attend to the serving of notices of the meetings of the directors and stockholders; shall affix the seal of the corporation to such certificates, documents and papers as may require it, except that from time to time the Board of Directors may direct such seal to be affixed by any other officer or officers; shall have charge of the stock certificate book and of such other books and papers as the Board of Directors may

direct; shall attend to such correspondence as may be assigned to him, and shall perform all the other duties incidental to his office and those which the Board of Directors may from time to time designate.

SECTION 6. Treasurer. The Treasurer shall be the chief financial officer of the corporation and shall have the care and custody of all the funds and securities of the corporation and shall deposit the same in the name of the corporation in such bank or banks as the directors may designate. He may be required by the Board of Directors to give such bonds as it shall determine for the faithful performance of his duties.

SECTION 7. Assistant Secretary and Assistant Treasurer. The Assistant Secretary and the Assistant Treasurer shall, respectively, in the absence, disability or incapacity of the officer to whom he is an assistant, have the powers and perform the duties of such officer, and shall perform such other duties as may be assigned to them from time to time by the Board of Directors. They may be required by the Board of Directors to give such bonds as it shall determine, for the faithful performance of their duties.

SECTION 8. Other Officers. Other officers shall perform such duties and have such powers as may be assigned to them from time to time by the Board of Directors.

SECTION 9. The Treasurer may at the time hold the office of Secretary or Assistant Secretary but no other office in the corporation.

ARTICLE V

OPERATION OF THE PROJECT AS A COOPERATIVE

Subject to the provisions of statute, the corporation will operate the project which it will develop in the City of Yonkers, County of Westchester, State of New York, as a cooperative and, in accordance therewith, shall pay, or allow, as and when determined by the Board of Directors, after the payment of obligations, expenses, taxes and assessments, or after making suitable provision therefor, a rebate or rebates of rent to each tenant cooperator in proportion to the rental payments made by him during the period in respect of which such rent rebate or rebates are allowed or paid. The monthly rentals paid by the tenant cooperators shall be deemed to be payment on account of their annual rental obligation, which shall be finally determined by the Board of Directors in the light of each year's operating experience, subject, however, in all respects, to the approval of the Commissioner of Housing.

ARTICLE VI

SIGNATURE ON INSTRUMENTS

and obligations of the corporation, and all contracts, mortgages, deeds and other instruments, except as otherwise in these By-Laws provided, shall be signed by such officer, officers, individual or individuals as the Board of Directors may from time to time designate.

ARTICLE VII

CAPITAL STOCK

SECTION 1. Certificates. Certificates of stock shall be numbered and issued in consecutive order, shall be signed by the President or the Vice-President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and sealed with the seal of the corporation; and in appropriate books of record shall be entered the name of the person owning the shares represented by each certificate, the number of such shares and the date of issue. All certificates exchanged and returned to the corporation shall be marked "Cancelled", with the date of cancellation, by the President, a Vice-President, the Secretary or the Treasurer, and shall be filed among the corporate records of the corporation.

SECTION 2. Transfers. Shares represented by any certificate shall be transferable only as an entirety on the books of the corporation by the holder in person or by attorney, upon surrender of the certificate for such shares.

SECTION 3. Restrictions on Transfers.

A. No stockholder shall have the right or power to pledge, sell, alienate or otherwise dispose of any share or shares of the capital stock of the corporation without first offering said share or shares of stock for sale to the corporation for the aggregate sum which such stockholder paid for said stock.

B. Such offer shall be made in writing, signed by such stockholder, and sent by mail to the corporation in a post-paid wrapper to the post office address of the corporation, at its principal place of business, and such offer shall remain good for acceptance by the corporation or a person designated by the corporation for a period of ninety days from the date of mailing such notice. Such offer shall constitute the corporation an agent for the sale of the shares of stock to the corporation or to such person who may be designated by the corporation.

C. If the corporation, or person designated by it, within the said ninety-day period, shall indicate that it, or the person designated by it, desires to purchase said shares of stock and shall give notice thereof in writing to the retiring stockholder, the latter shall be bound, within thirty days thereafter to transfer such shares to the corporation or the person designated by the corporation, upon payment and receipt of the price herein provided.

D. In the event that the corporation or the person designated by the corporation shall not purchase said share or shares of capital stock of the corporation within said ninety-day period, then and in such event only the stockholder shall have the right or power to pledge, sell or otherwise dispose of said share or shares of the capital stock of the corporation to any person acceptable to the corporation, provided such person shall, upon the transfer of said shares, enter into a lease with the corporation for the premises formerly occupied by the retiring stockholder for a term and upon the same terms and conditions contained in the lease between the stockholder and the corporation, except that the specified annual rental to be paid by such person shall be an amount equal to the stockholder's proportionate share of the cash requirements of the corporation under the lease; the corporation will not, however, unreasonably withhold its acceptance of any person to whom the stockholder proposes to sell such shares and/or debentures as aforesaid. The corporation agrees to enter into a new lease with any such person upon the terms and conditions aforesaid and to cause to transfer to the name of such person on the books of the corporation the shares of the capital stock of the corporation owned by the stockholder and so sold to such person.

In the event that the stockholder does not sell his stock to any person within six months after his right to do so has accrued, then and in such event, he must again notify the corporation of his intent to transfer his shares and he shall again be bound by the provisions of Paragraphs A, B, C and D of this Section 3 of Article VII.

E. If in any case the retiring stockholder, after becoming bound to sell, convey or transfer his share to the corporation (or such other person as may be designated by this corporation), defaults in transferring said shares, the corporation (or such other person as may be designated by the corporation) shall, after notice to and approval by the Commissioner of Housing, hold the purchase money in trust for the retiring stockholder, or his executors, administrators or assigns and shall substitute the name of the purchaser upon the books of the company in place of the name of the retiring stockholder. After the name of the purchaser has been entered on the books of the corporation in the exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person and the corporation (or such other person or corporation as may be designated by this corporation) shall be deemed and taken to be the owner of such shares.

F. In the event that the stockholder shall have defaulted in the payment of any obligation arising under his lease with the corporation or shall, apart from said lease, become indebted to the corporation, or in the event of the termination of the lease or the recovery of possession of the apartment by the lessor under any of the provisions of the lease, or in the event of the violation by the stockholder of any provisions of Section 3 of Article VII of these By-Laws, the stockholder shall forthwith surrender to the corporation the certificate representing the shares.

of capital stock of the corporation owned by the stockholder and upon the failure or refusal of the stockholder so to surrender said shares of stock, the same shall, after notice to and approval by the Commissioner of Housing, be automatically cancelled and rendered null and void and the corporation may issue a new certificate or certificates in their place and stead and such new certificate or certificates shall represent the same shares as were represented by the original certificate or certificates. The stock represented by the certificate or certificates so surrendered or by such new certificate or certificates may be sold by the corporation at public or private sale without notice, and the proceeds applied toward all indebtedness of the stockholder, and the corporation shall remit any balance after payment of the expenses of sale, to the stockholder.

G. No stockholder shall have the right or power to pledge or otherwise encumber any share or shares of the corporation which may have been issued by the corporation at the time of the issuance of its stock. In the event of such pledging or other encumbrance of said stock, the corporation shall, in the discretion of its Board of Directors, have all of the rights described in Paragraph F of Section 3 of this Article VII.

H. The provisions of this Article VII shall be binding upon any executor, administrator or other legal representative of every stockholder, in case of the sale or pledging of any share or shares of stock by such executors, administrators or other legal representatives of any stockholder. Any person acquiring through will, or descent, or by conveyance to take effect at death, any share or shares of the capital stock of the corporation shall be bound to offer the same for sale and transfer to the corporation upon the terms hereinabove set forth in this Section 3 of Article VII of the By-Laws.

I. The certificate of stock shall bear a legend to the effect that the certificate shall not be transferable or assignable and that no rights shall be obtained in or to the shares represented thereby unless the terms, covenants, conditions and provisions of Sections 2 and 3 of this Article VII have been fulfilled.

SECTION 4. The corporation shall be entitled to treat the holder of record of any share or shares of the corporation of capital stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by the laws of New York.

SECTION 5. The corporation shall have a lien upon the shares of stock of any stockholder and upon all moneys due and owing by the corporation to any stockholder for any and all debts owed to the corporation by such stockholder. The Directors may refuse to approve a transfer of any shares upon which the corporation has such a lien.

SECTION 6. As used in this Article the words "shares of stock" shall include any interest in the corporation, and the word "stockholders" shall include the owner or holder of any such interest. The provisions of Section 2 through 6, inclusive, of this Article VII, shall be applicable to income debentures which may be issued by the corporation to its stockholders.

ARTICLE VIII

AMENDMENTS

These By-Laws may be amended, repealed or altered, in whole or in part, by vote of a majority of the stockholders of the corporation at any duly called annual or special meeting of the stockholders. The Board of Directors shall not alter or repeal any By-Laws adopted by the stockholders of the corporation, but may adopt additional By-Laws, in harmony therewith, which may be amended or altered by the stockholders at the next annual meeting or at a special meeting of the stockholders called for this purpose.

ARTICLE IX

SEAL

The seal of the corporation shall be circular in form and shall bear the name of the corporation, the words "Corporate Seal", the year of incorporation and the words "New York" as follows:

AMENDMENTS

Article 3 section 3 to be amended to add to the following:

(b) The first meeting of the Board of Directors elected at the Annual meeting of the stockholders shall be held immediately after said meeting for the purpose of organizing, and election of officers of the Corporation, and such other business as the newly elected Board of Directors shall determine.

SEAL
1956
VICKI

AMENDMENTS (CONT)

Concerning article 3 section 2, that the existing section 2 shall be numbered small (a) and that paragraph small (b) in the following form be added.

(b) Should a member of the Board of Directors be absent for three (3) consecutive Board meetings without a valid reason or excuse, or should a member of the Board of Directors be absent from four (4) consecutive meetings for any reason whatsoever, then such Board member may be removed from the Board by a vote of the Board of Directors. Vacancies may be filled as provided in paragraph (a) section 2.

No contracts shall be executed by the Board of Directors which would extend for more than 1 year, except those contracts approved by 2/3rds of the entire Board of Directors.

(1) Amending Article II, Section 1 of the By-Laws, which has reference to Stockholders' Meeting, to provide for the Annual Meeting to be the 3rd Wednesday of October of each year, commencing 1969.

(2) Providing that the number of directors described in Article III, Section 1 of the By-Laws be amended to reduce the same to Seven (7) and further providing that all directors must be stockholders, except that one director may be designated by the Commissioner of Housing And Community Renewal of the State of New York, which latter director need not be a stockholder.

(3) That Article III referring to directors be further amended in the following respect, adding a new Section 1(a) which shall read as follows:

"The Board of Directors may appoint three (3) persons from the community at large to sit with the Board of Directors in an advisory capacity and such persons shall have no vote."

(4) Providing that the present Board of Directors shall continue in office as follows:

In the event the provision of the By-Laws is amended in accordance with Paragraph (1) above, then it is proposed that the present Board of Directors be continued in office until the Annual Meeting to be held in October of 1969,

SELECTION OF NEW TENANT COOPERATORS

POLICY

The following is established as policy with respect to tenant selection

1. A waiting list shall be maintained for every size apartment.
2. Where a vacancy occurs, prior consideration shall be given to cooperators on the transfer list under existing policy.
3. In cases where a vacancy is not filled by transfer, it shall be filled from the waiting list for outside applicants.
4. Tenant selection from the outside waiting list shall be on the basis of absolute seniority by date of application for the size apartment for which applicants are eligible under the regulations of the New York State Division of Housing.

Progressive steps and formula for new cooperators approval regarding apartment sales.

- 1) Application is sent to tenant.
- 2) Management evaluates application as to family composition and to income qualification.
- 3) List is compiled for one, two, and three bedroom apartments.
- 4) Relatives of stockholders and veterans have first choice.
- 5) When apartment becomes available, the first person on the list who qualifies is selected.
- 6) A \$500.00 deposit plus \$4.50 credit fee is then requested.
- 7) Five days are given for this to be forwarded to management's office. If the five (5) day deadline is not met we approach the next one on the list.
- 8) When deposit of \$500.00 is received, the tenant is then asked to fill out the complete application forms and income affidavits.
- 9) Credit Investigation is then obtained.
- 10) Credit information and complete application is then forwarded to the State Division of Housing for FINAL APPROVAL.
- 11) After approval from the State, an interview is arranged with the Tenant Selection Committee.
- 12) A nominal charge is made for Administrative fees.
*The formula used for selecting tenants regarding income:
 - 1) Carrying charges X 12. (Example 120.00 X 12=\$1,440.00)
 - 2) \$12.00 per room. (Example five rooms \$60.00)
 - 3) 6% of the Equity (Example: 6% X 2,000.00 = \$120.00)
 - 4) Items 1,2, and 3 are then added.
 - 5) a-If your family composition is 4 or more the above total is then multiplied by 7.
b-If your family composition is less than 4 the above total is then multiplied by 6.
 - 6) \$1,200.00 additional is allowed for a secondary wage earner and working minor.

APPLICATION FOR APARTMENT

Account No. _____

Date _____

No. of Rooms
Desired _____

I. IDENTIFYING INFORMATION

NAME _____

ADDRESS _____

Telephone _____

II. FAMILY COMPOSITION

Persons to reside in project	Relationship	Age	Sex	Employed?	
				Yes	No

III. EMPLOYMENT AND INCOME FOR EACH WAGE EARNER

Employer	Period of Employment	Rate of Pay	Earnings Last Year	Estimate Next Year	
				\$	\$

Total Annual Earnings \$ _____

Other Income (includes bank interest and stock dividends)

\$ _____

\$ _____

Total Income \$ _____

Size of Unit Required

rooms

Apt. _____

P _____ G _____

Applicable Ratio

6x

7x

Maximum Income Limit
for size apartment

\$ _____

Eligible _____

Ineligible _____

V. REFERENCES: Bank _____

Personal _____

Business _____

SIGNED _____

Amount of deposit \$5.00

FOR OFFICE USE ONLY

Down Payment

\$ _____

Carrying Charges

\$ _____

No. in Family

persons

Size of Unit Required

rooms

IV. REAL PROPERTY (SPECIFY AND DESCRIBE)

The above information is correct to the best of my knowledge. I have no objection to inquiries for the purpose of verifying the facts herein stated.

TRANSFER POLICY

9/23/63

The following is established as policy with respect to transfer from one apartment to another:-

- a) Transfer lists shall be maintained for every size apartment.
- b) Requests for transfer are to be given priority in the filling of vacancies as against applications on the outside waiting list.
- c) Priority among requests for transfer shall be determined on the basis of time of filing except as noted in the next section.
- d) The order of priority with respect to any vacancy for transfer shall be:
 1. Transfer to a smaller apartment.
 2. Transfer to an apartment of same size.
 3. Transfer to a larger apartment.
- e) In cases involving a transfer to a larger apartment, the transferring cooperator shall prior to transfer:
 1. Pay the difference in equity and administrative fee, if any, between his present apartment and his new apartment.
 2. Deposit the basic sum of \$250 plus \$50 for each room above size 3½ for the expenses involved in redecoration of his present apartment, payment for repairs for which he is responsible, assurance against vacancy loss and the fulfillment of any other terms and conditions of his current lease. The transferring cooperator shall be responsible for any cost in excess of the amount so deposited for these purposes and shall be refunded any sum remaining after deduction for such purposes.
 3. Pay one month's rent on his new apartment.
- f) In cases involving a transfer to an apartment of the same size, the transferring cooperator shall prior to transfer be required to make a deposit and pay one month's rent as stated in (e) above.
- g) In cases involving a transfer to a smaller apartment, the difference in equity in favor of the transferring cooperator shall be considered as a credit for the deposit and payment of rent as required in (e) above.

SELECTION OF TENANTS OF SUNSET
GREEN REQUESTING LARGER APARTMENTS WITHIN THE
COOPERATIVE...

FOR 3 BEDROOM APARTMENTS...

1. Primary consideration should be based on actual need of families making application.
2. Priority would be given to families having three or more children, regardless of sex; or, of two or more children of opposite sex.
3. Families having two children 12 years or older, of opposite sex, would have priority over families having two children of opposite sex who are under 12 years of age.
4. Where requirements of families are apparently equal, priority would be given in order of seniority of application for the larger dwellings.

FOR 2 BEDROOM APARTMENTS...

5. To applicants for 2 bedroom apartments priority would be given to families with children whose circumstances approximate those described above. That is, the number, age and sex of the children would be the primary consideration.
6. Questions concerning priority or seniority should be directed, in writing, to the Sunset Green Housing Corp. Management.

Obviously not every circumstance of family need has been considered here. We do feel, however, that the plan outlined above will most fairly serve the greatest number of families presently living in Sunset Green Cooperative.

REQUEST FOR TRANSFER

Req. No. _____

To: _____

Apt. _____ Name _____

Name _____ Phone _____

Phone

I hereby make request for transfer from the present _____ room apartment I now lease to a _____ room apartment

My present family composition is as follows:

My reasons for this request are as follows:

Prior to transfer, and upon request of the Corporation, I agree to make payment for all charges and repairs on my present apartment for which I am responsible, as determined by the Corporation; otherwise discharge all my obligations under my present lease; and enter into such further agreements and make such further payments as are required by the Corporation with regard to my new apartment.

Date

Staff

Tenant-Cooperator

Approved by

Date _____

MOVING

(A) Incoming

- 1- All incoming co-operators will be responsible for the redecoration of the apartment. A deposit of \$40.00 per room for the painting will be required to cover decorating costs. All work will be under the supervision of the Management Agent. The \$40.00 per room deposit will be returned to the new co-operator on approval of the decorations by the Management Agent
- 2- A nominal charge will be assessed the incoming co-operator for administration fees which will include:;
 - (a) All management administrative costs
 - (b) Installation of new cylinder lock & key
 - (c) Installation of name tags
 - (d) Installation of new toilet seats
 - (e) General clean up of floors & Closets
- 3- Incoming cooperator to get apartment key, main entrance key, letter box key from superintendent upon notice in writing from management that the apartment is legally transferred.
- 4- Incoming co-operators will be responsible to clean and/or retape all venetian blinds and replace, if needed, the refrigerator gasket.
- 5- Incoming co-operators will sign a release agreement accepting the apartment without any reservations, before moving in.
- 6- Any and all unresolved questions on moving in problems will be settled by the the Board of Directors whose decisions will be final and binding.

STORAGE ROOM RULES AND REGULATIONS

- 1) Amount of storage space for each tenant will be pro-rated equally.
- 2) All cartons shall be properly tied with cord, properly labelled with the name and apartment number, and date of storage. Standard size cartons will be supplied to the tenants FREE upon request of the Superintendent.
- 3) No item larger than the size of a camping trunk, and weighing no more than 75 lbs. will be permitted to be stored. The following items may be stored; cartons, trunks, suitcases, fans, venetian blinds, air conditioners, and any item of a similar nature.
- 4) No refrigerators, stoves, other types of major household appliances, items of furniture such as beds, couches, chairs, etc. toys, bird cages, dog beds, patio furniture, etc. shall be stored.
- 5) No highly combustible items such as paints, auto tires, batteries and items of a similar nature shall be stored.
- 6) Only the superintendent shall possess the key to the storage room. He must be given at least 24 hours notice when an item is to be stored or removed and to be informed of the nature of the article. He is to be present when the item is stored or removed. He is to issue a claim check and a registry number to the tenant for each item stored. A registry book shall be maintained by the superintendent and when an item is stored or removed an entry will be made in the registry book over the owners signature.

All items presently stored must be registered by the owners with the superintendent within 90 days after the receipt of this notice.

FAILURE TO DO SO WILL RESULT IN THE REMOVAL OF THE ITEMS FROM THE STORAGE ROOM AND THE DISPOSAL OF SAME ACCORDING TO LAW.

PARKING RULES

REQUESTS FOR PARKING SPOTS MUST BE SUBMITTED TO THE Board of Directors .
The Parking Committee will assign spots on a priority basis based on the date of request.

New co-operators will be assigned outdoor spots on Buna Vista Avenue, if available, or space in the garage, if available.

FEES: : OUTDOOR..... \$7.00 per Month
GARAGE..... \$15.00 per month

Any cars parked in the garage or in outdoor parking areas shall pay the full fee for parking regardless of size of car or size of space occupied.

Effective January 1970 anyone applying for and receiving a second parking spot (inside or out) will be granted an option to hold that spot for a period of one year. At the end of one year, if there is no pending application for a parking spot, it will be renewed for an additional year.

No switching of parking spaces will be permitted without a written request and an approval by the Board Of Directors.

It is understandable that residents will have occasion to use others spaces for brief periods: unloading shopping packages, dispensing passengers as closely as possible to the lobby during inclement weather, etc. But, on no occasion should it be necessary to use another's parking space for more than a minute or two. We ask that you consider the inconvenience you may cause to others whenever you are tempted to usurp a parking space.

Second, the two spaces directly in front of the lobby are intended for use by delivery men, who, in most cases, make their deliveries during the working week when the lot is not full. If you park in these spaces during the evening, over-night or on week-ends, you cannot-help but block the autos assigned the spaces at the west end of the lot. The cooperative has the right to call a tow car and have such autos removed - at the expense of the violator.

If you don't have a space, don't freeload on your neighbor. Park in the street.

PARKING RULES (cont)

OUTSIDE PARKING AREAS AND DRIVEWAYS

1. No bicycle riding, ball playing, roller skating, games, rope jumping, loitering, etc.
2. Place all refuse in wire trash baskets.
3. Only emergency car repairs allowed.
4. No parking of cars in driveways or areas marked "No Parking" at any time.
5. No unnecessary horn blowing.
6. Keep off the planting areas.

GARAGE

1. Only emergency car repairs allowed.
2. When leaving garage at night turn off all lights.
3. Close and lock all doors when leaving garage.
4. Place all refuse in trash cans.
5. No storage allowed.

The main drive is to be cleaned by the superintendent in case of snow. Individual stalls are the responsibility of occupants of parking spaces.

Decals bearing parking identification will be given to all tenants with assigned parking spaces. These are to be placed on the side vent windows of the cars.

LAUNDRY ROOM RULES

1. Hours * 7:30 AM to 11:30 PM
2. Use by tenants of Sunset Green only
3. Lights should be turned out and door locked when room is not in use
4. Tenants should leave basket or other container in front of washer or dryer to receive finished wash.
5. Keep floors and lavatory clean.
6. No small children allowed in room for safety reasons.
7. Wipe machines when finished.
8. Clean up all spillages of soap etc.

Fee

Our contract is with the Coinmack Industries Corp. lasting 5 years.

This contract includes maintenance for:

1. Five GE electric washers- Double Load (9 to 15 lbs)
2. Three Dryers - (double load)
3. One formica table
4. Washers \$.25 Dryers \$.10

COMMUNITY ROOM

RULES

1. Community room to be used only by co-operators of Sunset Green soley for their own use.
2. Teenages must be chaperoned by adults
3. Cleaning: Sweep all floors clean
Dispose all garbage and place containers in
basement incinerator room
Clean toilets, kitchen facilities, refrigerator, stove etc.
4. Turn out all lights
5. Lock all windows and doors.
6. No gambling permitted.

A tenant co-operator who violates any of the above rules will be notified by the Board of Directors and will be assessed for damages.

FEES

WEEKDAYS -	Afternoons	\$10.00
	Evenings	\$20.00
WEEKENDS - (Fri, Sat, Sun.)		\$35.00

Applications for rental of the community room can be obtained from the superintendant and must be filled out and mailed by the co-operator to management at least two weeks in advance.

The community room my be used or rented by non residents for special purposes only with the written approval of the Board of Directors.

COMMUNITY ROOM RENTAL AGREEMENT

Having requested and been granted permission to use the Community Room of the SUNSET GREEN HOUSING CORP., on _____,

(Day)

(Year)

I hereby agree as follows:

1. To comply with the rules and regulations governing the use of the Community Room (see attached sheet) and all other house rules which are appropriate and/or applicable.
2. To pay the total rental charge for the Community Room with the submission of the application.
3. To pay any additional charges, as billed, should replacement or repair costs exceed the amount deposited.
4. To pay the amounts specified above by Money Order or Check, payable to the order of Alden L. Pagnoni Inc., two weeks prior to the date of reservation.
5. That the cooperative is in no way responsible, nor can it be held liable, should it become necessary, for reasons beyond its control, to cancel my reservation.

Date _____

Signature _____

Apartment Number _____

NOTE

- a. This form should be completed in duplicate. The original should be mailed together with a check or money order covering the amounts specified in the agreement above, to Alden L. Pagnoni Inc.

COMMUNITY SPACE RESERVATION

Application is made for the use of the following community space and equipment:

Date _____ Time _____ Organization _____

Access to space requested at _____

Purpose of affair _____

Will admission or fee be charged? _____ If so, amount _____

Will refreshments be served? _____ Will music be played? _____

Remarks _____

Payment in the amount of \$ _____ is made herewith.

It is understood that charges will be made for expenses which may be incurred through damage to or misuse of facilities.

The following time schedule and rules will be observed:

Weekday meetings - To close by 11 P.M.; no music.

Friday, Saturday and Holiday meetings; parties and social affairs - room to be cleared by Midnight; music, if any, to stop at 11 P.M.

Sunday meetings, parties and social affairs - To close by 11 P.M.; no music.

It is understood that the lessor and the Sunset Green Housing Corporation will not be responsible for the safeguarding and care of any equipment of any kind which may be placed in the premises by the person or group renting the space.

It is agreed that attendance must not exceed the legal limits of the room used.

It is understood that the space will be left broom clean and dishes washed and cleaned. No decorations are to be fastened to the walls.

Signature of person reserving space

Name _____ Bldg. _____ Apt. _____ Phone _____

Approved

Date _____ For _____ Organization _____

INCINERATOR ROOM AND CLOSETS

There are incinerator closets located on every floor. The incinerator room is located in the basement.

PROCEDURE FOR INCINERATOR OPERATION

1. All cartons brought to BASEMENT INCINERATOR ROOM
2. All newspapers, air pressure cans, wire hangers, umbrellas, piled NEATLY in the corner of the incinerator closet or brought down to the incinerator room.
3. Garbage bag should be smaller than incinerator hopper and must be securely wrapped. Do NOT WEDGE garbage in. Make sure it goes down freely.
4. DO NOT send small children to incinerator.
5. Pick up all spillages.
6. Time for disposal of garbage should be between the hours of 6 AM and 6 PM.

INSPECTION OF APARTMENTS

ALL apartments will be inspected by management once a year to check condition of apartment, upkeep, installation of appliances, etc.

Notice will be posted on the bulletin board well in advance of the inspection. Co-operators must arrange for the management to enter their apartment during the inspection period.

POLICY ON USE OF BULLETIN BOARDS

The following policy has been established for the use of the Sunset Green Bulletin Boards IN BASEMENT.

- 1) All material to be posted shall be in presentable form and bear the name and any other information which would serve to identify the source and material.
- 2) The matter to be posted shall be confined to the following sources and material:
 - a) Notices of the cooperative
 - b) Management notices
 - c) Notices of Sunset Green organizations and committees.
 - d) Notices of organizations outside of the Sunset Green community containing matters of general interest to the Sunset Green community.
- 3) No material of a religious, political or commercial nature may be posted.
- 4) The size of the material to be posted may not exceed 8 1/2" x 11" except by special approval of the Bd. of Directors.
- 5) In order to provide adequate time for the approval of notices and their scheduled posting, they should be submitted at least one week in advance of the date of intended posting.
- 6) No notices may be posted in any other part of the building except on these bulletin boards.
- 7) The Bulletin Board in the LOBBY is for the sole use by the Board Of Directors for OFFICIAL SUNSET GREEN CORP. business.

BOARD OF DIRECTORS

(a) COMPOSITION - Seven resident co-operators elected by the stockholders. One to three non-resident honorary members appointed by the Bd. of Dir. for a term of one year. These members are advisory and have no vote.

(b) ELECTION Every year on the third Wednesday of October for either three or four Directors, as required.

(c) TERM Two Years

(d) MEETINGS Every third Monday of every month or when deemed necessary by the Pres., Board Members, or a majority of the stockholders. Every first Wednesday in June, Annual meeting to discuss financial matters of the Corp.

(e) OFFICERS President, Vice President, Secretary, and Treasurer elected by the Board of Directors for a one year term.

(SEE THE BY LAWS FOR FURTHER AND MORE DETAILED INFORMATION)

SUPERINTENDANT

The superintendent is on duty from 8AM to 5PM Tuesday Thru Saturday.

The super's office and work room is in the basement.

Requests for repairs are to be written in the pad on the wall near the work room and signed.

Super to be called only for emergencies after his working hours

Super shall perform only work for the Corporation during his working hours.
No private work shall be performed for tenant co-operators

The cost of any work performed by the super which is caused by neglect, vandalism, willful destructive action by a co-operator, his family or guests, will be charged to the tenant responsible.

PORTR

The porter is hired to assist the superintendent. He is on duty from 8AM to 5PM Sunday Thru Thursday. He is responsible for the general cleaning of the building.

IT IS NECESSARY THAT COMPLETE COOPERATION BETWEEN THE MAINTENANCE STAFF AND THE TENANT CO-OPERATORS BE MAINTAINED IN ORDER TO HAVE A CLEAN AND WELL RUN BUILDING....

SPECIAL CHARGES

UTILITIES

Request form and letter of notice of installation of any new utility such as a stove, refrigerator, air conditioner, washing machine, dishwasher, freezer etc., must be sent to management with a copy sent to the Board Of Directors. Notice must contain date of purchase and installation, type of appliance and serial number. If the above is not complied with, the co-operator WILL BE CHARGED FOR ONE YEARS SERVICE CHARGE for such unreported appliance.

FEES

Air conditioner.....	\$3.00 per month	\$36.00 per year
Washing machine.....	\$2.00	\$24.00
Dish washer.....	\$2.00	\$24.00
Freezer.....	\$2.00	\$24.00

REQUEST FORM
SUNSET GREEN HOUSING CORP.

<u>Equipment</u>	<u>Annual Charge</u>	<u>Monthly charge</u>
Air Conditioner	\$36.00	\$3.00
Washing Machine	\$24.00	\$2.00
Dishwasher	\$24.00	\$2.00
Freezer	\$24.00	\$2.00

Other

In accordance with the terms and provisions of my occupancy agreement dated the day of , 19 , and the rules and regulations thereunder, I hereby make formal request to install the following mechanical devices:

Air Conditioner	(#)
Washing Machine	_____
Dishwasher	_____
Freezer	_____
Other	_____

I hereby agree to pay the annual charges set forth above in connection with the installation and use of the said mechanical devices.

I further agree to hold Sunset Green Housing Corp. harmless from any loss with respect to my installation and use of the said mechanical devices and agree to reimburse the said Sunset Green Housing Corp. for any damages resulting from my use of any said mechanical devices.

I further agree that the approval of this authorization to install the aforesaid mechanical devices does not permit me to make any alteration on the premises occupied by me and that the installation of the said mechanical devices will be made by licensed mechanics with the work subject to the approval of the representative of the housing corporation.

Signature _____

Apt. # _____

Date:

APPROVED:

SUNSET GREEN HOUSING CORP.

BY _____

SURCHARGERS

Your attention is directed to the following procedures in connection with limited-profit housing companies and the collection of possible surcharges under the Limited-Profit Housing Companies Law of the State of New York.

Under this law, your housing company has been given a substantial tax exemption by the City of Yonkers. This reduction in taxes makes it possible for the tenants and cooperators to pay lower rents or carrying charges. However, the full tax benefits are not available to those families whose income exceeds certain income limitations. Such families are required to pay a surcharge according to the requirements of the law.

Surcharges are based on income for the previous calendar year. They are collected beginning in July of the following year as a matter of convenience to both the tenant or cooperator and the housing company.

The regulations governing the submission of affidavits of income by the tenants or cooperators.

1. The housing company shall mail to each tenant or cooperator no later than April 1st, two copies of the income affidavit together with instructions for their return.
2. Each tenant or cooperator is to fill out both copies of the affidavit completely and accurately, have them notarized and return both of them to the management office of the development or any other suitable place designated by the housing company no later than April 30th.
3. The managing agent of the development will review each completed affidavit and determine in accordance with the following regulations whether or not a surcharge is warranted:

(a) To compute the maximum admission income limitation for each apartment in a cooperative development, multiply the sum of all the following items by six (6) if the family residing in the apartment consists of three persons or less; multiply by seven (7) if the family consists of four or more persons:

1. Basic annual carrying charges for the apartment.
2. Six percent of the equity on the apartment.
3. Painting allowance of \$15 per rental room per year.
4. Replacement allowance of \$5. per rental room per year.

(b) A deduction of up to \$1,200 is allowed from the income of any member of the family other than the head of the household. NO OTHER DEDUCTIC'S ARE PERMITTED.

SURCHARGES (cont)

(c) If the family income, less allowable deductions, exceeds the maximum admission limit for the apartment occupied during the calendar year a surcharge in accordance with the following schedule is to be imposed:

4. The managing agent is to notify each tenant or cooperator of the amount of surcharge, if any, to be effective July 1st, in writing no later than May 30th, subject to review and correction or adjustment by the New York State Division of Housing. In the event a tenant or cooperator fails to submit the required completed income affidavit by April 30th, the maximum surcharge is to be imposed. The managing agent is to send written notification to the tenant or cooperator of such maximum surcharge no later than May 10th,

5. A tabulation of the information as per the attached sample sheets is to be submitted to this office by the managing agent together with a notarized copy of each affidavit no later than May 30th.

6. Surcharges, where applicable shall be imposed from July 1st, and shall continue until revised with the written approval of the New York State Division of Housing. Unless such surcharge is paid to the housing company by the tenant or cooperator, eviction proceedings should be commenced forthwith.

7. At the time a tenant or cooperator vacates his apartment, the full amount of the unpaid surcharge for the previous year based on that previous year's income is due and payable. Moreover, the tenant or cooperator is also required to pay surcharges for occupancy during that portion of the current year computed on the basis of the previous year's income affidavit. As an example, assume that a tenant or cooperator moved and is responsible for the rent or carrying charges on his apartment through November, 1968. Further assume he has been paying a surcharge of \$10. per month since July 1968 based on his calendar year 1967 income. He therefore owes surcharges for the twelve months of 1967 plus the eleven months of 1968 during which he remained in occupancy. Thus he owes a surcharge for 23 months at \$10. per month or a total of \$230. However, since he has paid this surcharge due on 1967 income, from July 1st, 1968 through November, 1968, (five months at \$10. per month or \$50), on moving out he owes a balance of \$180. in surcharges. An exception may be made if the tenant or cooperator submits an income affidavit and income verification for that portion of the year during which he remained in residence following the one on which the surcharge was based, (in the above example, for 1968) which shows a decrease in income sufficient to warrant an adjustment. Such an adjustment is, of course, subject to the written approval of the New York State Division of Housing.

Such surcharge payment is to be deducted with any other proper items from refundable monies due the tenant or cooperator.

SURCHARGE (cont)

SCHEDULE OF CARRYING CHARGES, EQUITY PAYMENTS AND INCOME LIMITS

Effective - 4/1/70

No. of Acts.	Apt.	No. of Rooms	No. of R.R.'s	Equity Payments	Monthly C/C		[4 Pcs]	[5 Pcs]	Income Limits
					Inc.	Utilts.			
5	3 1/2	1	17.5	\$1,540	Low	\$ 104.00	\$ 8,307	\$	
					High	106.00	8,451		
12	4	1	48	1,760	Low	120.00	9,631		
					High	126.00	10,113		
16	4 1/2	2	72	1,980	Low	125.00	10,171	11,867	
					High	134.00	10,819	12,623	
19	5	2	95	2,200	Low	141.00	11,454	13,363	
					High	153.00	12,313	14,371	
4	6	3	24	2,610	Low	151.00	12,434	14,506	
					High	153.00	12,573	14,674	
14	6 1/2	3	91	2,860	Low	151.00	12,564	14,658	
					High	173.00	14,143	16,506	

70 D.U. "

347.5 R.R.'s

CONFIRMED RENT SURCHARGE SCHEDULE

INCOME PERCENTAGE

RENT PERCENTAGE

Up to 100% of Maximum Admission Income Limits

Basic Rent

In excess of 100% up to 105% of Maximum Admission Limits

" " "

" " 105% " " 110% " " " " " " 102 1/2% of

" " 110% " " 115% " " " " " " 105%

" " 115% " " 120% " " " " " " 107 1/2%

" " 120% " " 125% " " " " " " 110%

" " 125% " " 130% " " " " " " 112 1/2%

" " 130% " " 135% " " " " " " 115%

" " 135% " " 140% " " " " " " 117 1/2%

" " 140% " " 145% " " " " " " 120%

" " 145% " " 150% " " " " " " 122 1/2%

" " 150% of Maximum Admission Income Limits 125% "

GENERAL RULES

In order to enjoy our home here at Sunset Green, some common sense rules are required. These rule have come about through our experiences here at Sunset Green. Each Co-operator should read over their LEASE AGREEMENT they have with the SUNSET GREEN HOUSING CORP. and be familar and live by the rules and regulations stated therein. We are listing some rules which we feel need special attention.

- (1) No ball playing, bicycle riding, roller skating on or around the premises
- (2) No illegal parking by co-operators or their guests permitted
- (3) Open or any corridors are not to be used as storage areas.
- (4) No laundry to be hung on any railings or windows
- (5) Carrages, Bikes to be stored in bike and carriage store room.
- (6) Small children not permitted to take garbage to incinerator.
- (7) Parents will be held responsible for vandalism or defacing of property by their children or guests.
- (8) Dogs are to be curbed.
- (9) Cats are to be kept inside of apartments.
- (10) All pets are not allowed to roam through the building or grounds.
- (11) No barbecues allowed in open corridors or terraces.
- (12) No loitering in the lobby, stairwells, roofs, in or around the building.

It was ruled by the Board Of Directors that no letter would be read at board meetings unless they are signed.

The bulletin Board in the lobby is for the exclusive use of the Board Of Directors. No other items should appear on this bulletin board.

Installation of Dishwashers and Washing machines must comply with the building Code of The City Of Yonkers and the Health Dept. Check valves must be installed on all water feed lines. Illegal installations are liable to fines from the City and will not be permitted by the Corporation or the State Division of Housing.

Malicious Acts by Infants - Parents Liability - C. 193 - amends Section 757, Family Court Act, adds Section 3 - 112, General Obligation Law, to authorize family court to order restitution in amount representing fair cost to replace property or repair damage (limited to \$500); renders parent or guardian having custody of infant who willfully, maliciously or unlawfully damages real or personal property liable for not more than \$500 in civil action.

CO-Operators may buy a new stove or refrigerator with the following conditions.

- (1) The existing refrigerator or stove must be disposed of by the co-operator. There will be no storage of refrigerators or stoves.
- (2) A refrigerator or stove must be left in the apartment when the present co-operator moves, which is comparable to the one originally installed.
- (3) Management with the approval of the Board of Directors, upon inspecting the apartment, will make the evaluation of the refrigerator or stove.

MASTER TELEVISION ANTENNA

Hook up to the master TV antenna is free of charge. Appropriate transformer and cable must be installed by a TV installer. Cost for transformer and cable will be approximately \$8.00. Do not attempt to hook up your own antenna as you will short out the entire line.

AIR CONDITIONERS

Air conditioners installed in the LIVING Rooms must be 208 VOLT. Air conditioners installed in bed rooms must be 110 VOLT. No air conditioner will be permitted where no outlet is provided for.

PAINTING

Painting of apartments is the co-operators responsibility. It is recommended that painting should be done at a minimum of a three year interval. Co-operators will be assessed charges upon moving if apartments are not properly maintained. Action will be taken, upon recommendations from management, if apartments are not maintained and abused.

VENITIAN BLINDS

Co-operators are responsible for the number and general condition of venitian blinds. Any damage to the venitian blinds will be the co-operators responsibility. Blinds will be stored in the storage room and should be properly tied, wrapped and marked.

INTERCOM

An intercommunication system has been installed in every apartment as a security devise. Do not let anyone in the building who is not known to you. Do not abuse the system. If anything goes wrong with the system notify the superintendent.

STRUCTURAL CHANGES * FUSES

No structural alterations of any kind, inside or outside the apartment, are to be made without the permission of the Board Of Directors. No electric fuse states are to be removed, altered or changed in any manner shape or form. The maximum size of fuse stat is 20 Amps (red) or 15 Amp (blue).

Elevators

There are two elevators in Sunset Green, each stopping an alternate floor. The elevator serving the odd number floors also goes to the basement. Both elevators, of course, stop on the main floor.

PLASTERING

Major plastering work occurring in any apartment NOT DUE TO THE CO-OPERATORS NEGLIGENCE or misuse, will be paid for by the corporation upon the determination of the managing agent. Such replastering shall be painted at the corporations expense.

SPECIAL CONTRACTS

T.V. ANTENNA - The corporation has a maintenance contract for our master antenna and it's equipment. If anything goes wrong with your T.V. reception which is caused by ~~by~~ the master TV antenna installation, call management for service.

EXTERMINATOR - We have a service contract for vermine extermination. The exterminator will service this building on the first and ~~third~~ Thursdays of each month. You must sign a request sheet in the basement for this service.

ELEVATOR - We have a service contract to maintain our elevators. Please contact the superintendent or management of any irregularities in the operation of the elevators.

MANAGEMENT - We have a yearly contract with our management agent at the present fee of 3% of the basic rental receipts. This contract can be terminated upon 60 day notice by either party.

REFRIGERATORS * We have a refrigerator contract which covers all working parts pertaining to proper refrigeration. Not included are dress parts, door handles, and door gaskets.

ATTORNEY - We have a yearly agreement with our attorney at a yearly fee. This agreement can be terminated on 60 day notice by either party.

ACCOUNTANT - We have a yearly agreement with our corporation accountant at a yearly fee. This agreement can be terminated by either party after a 60 day notice.

STATE REPRESENTATIVE - The New York State Division Of Housing, as per N.Y. State housing law, requires a representative to sit on our Board as one of the directors. He also inspects the building periodically and makes a monthly report on the conditions of the building. We are charged a monthly fee for his services.

(IT MUST BE REALIZED THAT FROM TIME TO TIME THESE CONTRACTS WILL BE CHANGED, CANCELLED OR MODIFIED)

MISCELLANEOUS

KEYS--

Duplicate keys for all apartment locks must be deposited with the superintendent to be kept in our TEL KEY cabinet in our office. These keys must be available for emergency purposes.

TAX DEDUCTIONS - (SAMPLE)

The amounts shown below represent the Income Tax Deductions you, as a stockholder of a cooperative housing corporation, are entitled to take as your share of the real estate taxes and interest on the mortg age paid by your corporation for the year 1969.

These deductions may be made by you only if you itemize your personal deductions on Schedule A of the Federal Income Tax Return.

The amount of deduction varies with the number of shares of stock held by each stockholder. If you were not a stockholder for the entire year of 1969, you are only entitled to a proportion of these amounts.

No. of Shares	Interest on mortgage	Real Estate Taxes
154	\$ 393.16	\$ 173.17
176	448.73	197.65
198	505.07	222.46
220	561.02	247.10
264	673.28	296.66
286	729.23	321.19

In addition, those stockholders who have been assessed surcharges can take as an additional real estate tax deduction, the amount they actually paid during 1969 for such surcharges.

Sunset Green Housing Corporation

159 HAWTHORNE AVENUE, YONKERS, NEW YORK 10705

NAME:

APT:

THIS IS TO INFORM YOU THAT YOU ARE VIOLATING THE

.....
THE VIOLATION IS:.....
.....

IF CORRECTIVE ACTION IS NOT IMMEDIATELY TAKEN BY YOU, STEPS WILL
BE TAKEN BY THE CORPORATION WHICH MAY LEAD TO EVICTION FROM
SUNSET GREEN.

SUNSET GREEN HOUSING CORP.

A COPY OF THIS VIOLATION WILL BE KEPT ON FILE WITH THE
CORPORATION, THE ATTORNEY FOR S.G.H.C. AND THE N.Y.STATE
DIVISION OF HOUSING.

- a) City Ordinance
- b) Occupancy Agreement
- c) Insurance Regulations
- d) Corp. Rules & Regulations
- e) Gov. Health & Safety Regulations
- f) Other

ADDITIONAL LOCKS-

For your protection we have obtained the services of a locksmith specifically for the purpose of installing a second lock on your apartment door. This includes complete lock, tumbler and morticing of door.

CAUTION: where this aforementioned installation is made a duplicate key must be given to the superintendent.

If you desire the above, contact management.

TENANT HOMEOWNERS INSURANCE -

Management in attempting to properly guide cooperators feel that it is important to the average person residing in a cooperative building to avail themselves of insurance known as Tenants Homeowners B Policy. This type of insurance covers the following items:

- 1) water damage to personal property from broken pipes and overflow of appliances and heating systems, causing damage to personal property.
- 2) burglary and vandalism, such as, bicycle's stolen and damaged.
- 3) in the event that your dish washer overflows and you damage the apartment below, you are covered by this type of insurance.
- 4) General Fire Insurance Policy covering fire damage in your apartment.

We strongly recommend that cooperators residing in your type of development obtain this form of insurance. The cost involved is \$50.00 a year for \$5,000. worth of insurance.

You can obtain this coverage from your broker or if you so desire the broker covering your buildings Liability Insurance can give you this coverage. For more information you may contact the management by mail.