

REQUIREMENTS FOR SUBLET OF AN APARTMENT
1266 APARTMENT CORP.
2 HORIZON ROAD
FORT LEE, NEW JERSEY 07024

RE: Building _____
UNIT # _____

In response to your request for consent to sublet the above referenced apartment, enclosed is a copy of the Subleasing Policy of 1266 Apartment. We require the following documentation to be provided, for Board Review:

1. Rental Application
2. Sublease Agreement
3. Sublease Rider
4. Notarized Agreements Letter
5. Copy of Subtenant's last 2 years W2 and complete **SIGNED** income tax return.
6. Verification of principal assets. Please submit bank statements for all bank accounts you list. (Please note: While each applicant is considered on his/her own merit, the Admission Committee has formulated that a typical applicant is usually able to demonstrate annual income of at least 4X annual expenses for the apartment including mortgage, maintenance and parking).
7. *Check from shareholder payable to 1266 Apartment Corp. in the amount of \$1.00 per share or a minimum of \$500.00. (Sublet Fee)*
8. *Check made payable to 1266 Apartment Corp. for \$150.00 application fee.*
9. Application for Parking Space (if desired).
10. **Lead Warning Disclosure Statement.** (Must be signed by seller & purchaser).
11. If there is a mortgage on the apartment, the shareholder must submit evidence of lender's approval to sublet.
12. Three letters of reference
13. Reference letter from employer including annual salary.
14. Washing Machine Form (Return as is management office will process).

Please submit 2 copies and original of the above package in 3 ring binders (we will supply the binders) to Maggie Watkins, Horizon House (Management Office) 2 Horizon Road, Fort Lee, NJ 07024.

Prior to an approved subtenant moving in, the enclosed Registration must filed with the Fort Lee Rent Leveling Board and the Shareholder must obtain a **Certificate of Continued Occupancy** from the Fort Lee Building Department.

Very truly yours,

Coopersquare Realty
As Agent for 1266 Apartment Corp.
Maggie Watkins
Transfer Agent
(201) 224-6300

RESOLUTION RM: SUBLET POLICY

WHEREAS, the Proprietary Leases of the cooperative corporation confer on the Board of Directors the power to regulate and/or restrict subletting; and

WHEREAS, the Board previously promulgated various sublet policies which are currently in effect; and

WHEREAS, the Board determines that it is in the best interest of the corporation at this time to continue and restate said policies;

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of 1266 Apartment Corp. ("Horizon House") as follows:

1. The Board readopts the sublet policy enacted in 1989 which is attached hereto as Exhibit "A" and made a part hereof, as hereinafter modified. In so doing, it revises paragraph 1 to expressly provide in pertinent part that "the privilege of subletting will be granted only to resident-shareholders who have personally resided as resident-shareholders for more than three (3) years in the same unit.

At its meeting of April 5, 1995, the Board of Directors reaffirmed the position previously advanced by its General Manager that under the corporation's sublet policy a shareholder must reside as a resident shareholder for three (3) years in the same unit. When the Board established this policy, the corporation did not recognize any rights of or have a direct relationship with subtenants or take into account the time a shareholder was a subtenant for purposes of qualifying to sublet.

2. On December 7, 1993, as modified by the Board in November of 1994, the Board extended the sublease terms and established a procedure regarding the waiting list which is attached hereto as Exhibit "B" and made a part hereof.

3. In addition to the sublet policy expressed in #1 and #2 above, the Board again reaffirms and ratifies the ten (10%) percent limitation on all rentals which provides as follows:

The percentage of Units being subletted at any one time shall not exceed ten (10%) percent of the total number of units in the Horizon House complex. In the event the percentage of units being sublet approaches ten (10%) percent, a waiting list shall be established. At the time the percentage falls below ten (10%) percent, the Board shall consider applications in the order in which they were submitted to Management.

No new sublets will be allowed until an existing lease expires. The Management Office will keep a list of shareholders wishing to sublease their apartment by date of request. When an existing sublease expires, the application of the next person on the list will be considered.

4. The Board strongly believes that any of the following substantial reasons, justify this sublet policy:

- a. The Board takes note that the primary purpose of the Corporation expressed in Paragraph 3(a) of the Certificate of Incorporation is to provide housing on a cooperative basis to stockholders entitled to occupy apartments for dwelling purposes. The Board believes it is in the best interest of all shareholders consistent with this purpose, to preserve the character of Horizon House as a shareholder-occupied residential cooperative, a community with "pride of ownership", as opposed to a complex which is more transient in nature. By regulating the number but not the elimination of rentals, the Board has attempted to strike a balance between the needs of some shareholders to rent and the interests of the corporation.
- b. Banks may be reluctant to finance the purchase of individual cooperative units where a number of units in the cooperative occupied by subtenants is significant.
- c. Permitting a high number of tenants to rent their units may negatively affect the values of the cooperative units.
- d. The Board is concerned that many banks and financial institutions interested in making cooperative mortgages may, in the future, be reluctant to provide mortgage financing to cooperatives where a significant percentage of the units are occupied by subtenants.

5. The Board may from time to time establish procedures consistent with the above policy. The current procedure for handling the waiting list is as follows:

Once a sublet became available, the shareholder who was next on the waiting list will have sixty (60) days to present a subtenant to the Board for approval. If however, the shareholder establishes a diligent effort to find such a subtenant but was unsuccessful, Management shall extend the period for an additional thirty (30) days. If a subtenant was presented but rejected, management shall extend the period for an additional sixty (60) days. If no subtenant is presented within the time periods set forth, the shareholder will be placed at the end of the waiting list. Accordingly, a new sublet

will only be permitted if an existing sublet terminates.

6. This sublease policy shall be made part of the House Rules.

7. The Board may further review and modify the above.

EXHIBIT "A"

1266 APARTMENT CORP. SUBLEASING POLICY

1. The privilege of subleasing will be granted only to resident-shareholders who have personally resided as resident-shareholders in the complex for more than three (3) years. The privilege will be granted only once for any unit leased by any shareholder. The sublease may, at the option of the shareholder, include all appurtenant uses such as storage rooms, maids' rooms, and parking spaces. However, such appurtenant uses may not be subleased alone without the residential unit to which they are appurtenant.
2. Subleasing will be allowed for a minimum of one (1) year and a maximum of two (2) consecutive years to the same sublessee, subject to modification herein.
3. All resident-shareholders wishing to sublet their unit must, in keeping with Paragraph 15 of the Proprietary Lease, apply to the Board of Directors for approval.
4. If the Board approves the proposed sublet, a fee of \$1.00 per share (with a minimum fee of \$500.00) will be payable in advance by the resident-shareholder to the corporation at the beginning of the sublet period.
5. The resident-shareholder must furnish proof of a \$100,000.00 minimum liability insurance coverage and agree to indemnify the corporation against any costs incurred by reason of the sub-tenancy, including, but not limited to, damages, legal fees and the costs of eviction.
6. The resident-shareholder must be current on all financial obligations to the corporation at the time application for a sublet is made and must remain current on all financial obligations during the term of the sublet. In the event that the resident-shareholder becomes in arrears on any payment due the corporation, the subtenant will be given the opportunity to cure the default before eviction proceedings are commenced.
7. The resident-shareholder must use the approved sublease form provided by the corporation. A copy of the signed agreement must be approved and filed with the management office.
8. Rents charged by the resident-shareholder must conform to applicable rent control laws.
9. Potential subtenants must be interviewed and approved by the Admissions Committee. The subtenant must agree to abide by the House Rules and By-Laws of the corporation.

10. Resident-shareholders will remain responsible to the corporation at all times for the acts and omissions of subtenants, including the payment of all fees due the corporation on a monthly basis.

11. Subtenants will have the right to sign up for the use of outdoor facilities, subject to their abiding by the rules and regulations of the corporation.

12. Occupancy of any unit shall not exceed a reasonable number of persons per unit.

13. If a subtenant decides to purchase the resident shareholder's shares, a new admissions screening will be necessary just as for any other purchaser.

14. The usual move-in and move-out procedures must be adhered to, including payment of all fees.

15. The resident shareholder must register with the management office his or her new address and a local contact in case of emergency. In addition, if the shareholder does not have a New Jersey residence during the term of the sublease, each shareholder granted the privilege of a sublease must provide the name, address and phone number of an individual in New Jersey who will accept service of process on behalf of the shareholder.

16. Any subleasing arrangement not in compliance with Corporate policy will be subject to immediate cancellation.

EXHIBIT "B"

EXTENSION OF SUBLEASING TERMS

The Board of Directors has authorized the extension of current subleases for up to two additional years. The extensions are available to all duly authorized subleases, including investors units, which are presently in effect, or which have expired.

Extensions are available at the option of the shareholder upon payment in advance of a fee equal to \$1.00 per share for a two (2) year extension (with a \$500 minimum), and upon the condition that the shareholder remove the unit from the sales market and cease all advertising and showing of the apartment until three (3) months prior to the expiration of the extended term.

The shareholder may also elect a one (1) year extension on the same terms and conditions except that the fee shall be \$.50 per share (with a \$250 minimum). If a one year extension is elected, the shareholder may elect to take the second year extension, upon the same terms and conditions, including an additional fee.

Shareholders wishing an extension of an existing sublease with the original subtenant should provide the management office with:

1. A signed Certification to Truthfulness of Application and Agreement to Withdraw Apartment from the Resale Market;
2. An original executed Extension Agreement in the form attached hereto; and
3. The applicable fee.

The total amount of permitted subleases at Horizon House, including the extensions, remains limited to Ten (10%) Percent, (127) of all units.

IF THERE IS TO BE A CHANGE OF SUBTENANT DURING THE EXTENSION PERIOD, THEN AN APPLICATION MUST BE FILED UNDER THE ORIGINAL SUBLEASING POLICY AND THE ATTACHED EXTENSION FORM CANNOT BE USED.

Shareholders on the waiting list to sublet their apartments will have priority over the right of shareholders to extend existing subleases for an additional two year period. Therefore, no shareholder will be permitted to extend an existing sublease beyond the initial two (2) year period if sixty (60) days prior to the expiration of the initial two (2) year term, there is another shareholder on the waiting list to sublease. All shareholders seeking to sublease are to be reminded that the terms of any loan they may have with a bank or other lender holding a lien on the

shares may require the consent of the bank before the shareholder can sublease.

AUGUST 28, 1997 SUBLET POLICY REVISION

In pertinent part, the agreement required a deposit of 45% with a time of the essence delivery of six weeks, so as not to prejudice the contract with PSE&G.

2. Following discussion, on motion of Mr. Marks, seconded by Mr. Elmers, the Board voted 7-0 to approve the form of alternate dispute resolution, as revised.

3. Following discussion, on motion of Mr. Washman, seconded by Mr. Marks, the Board voted 7-0 to amend its sublet policy to permit those shareholders who have exhausted their right to sublet, (i.e. for an initial two year period and thereafter for an additional two years) to rent again for an additional two year period provided that their unit was vacant for a period of four consecutive months and that they comply with the procedures governing the sublet policy, including those related to the waiting list. Except for this change, all other terms and conditions of the corporation's sublet policy shall remain in full force and effect.

4. On motion of Mr. Carr, seconded by Mr. Washman, the Board voted 7-0 to retain Van Nostrand Vascotto Associated, Inc. as Construction Manager, subject to the following essential terms:

- a. The Board would have the right to terminate said agreement on ten (10) days notice.
- b. The Construction Manager shall provide construction management services in connection with the following capital improvement projects:
 1. Repair of building facades for buildings 3 through 6.
 2. Rehabilitation of concrete parking garages for buildings 1 and 2.
 3. Replacement of light fixtures in public corridors and elevator lobbies in buildings 1 through 6.

RENTAL APPLICATION FOR CO-OPERATIVE APARTMENT

Date: _____

To: 1266 Apartment Corp.
2 Horizon Road
Fort Lee, New Jersey 07024

LEASE INFORMATION

Building _____ Apartment _____

At rental of _____/Mo. For Term of: _____

Lease to start from _____/Yr. To Expire: _____

Possession _____ Deposit: _____

You are hereby authorized to submit to the cooperative apartment corporation this application together with the following information concerning the undersigned. In applying for consent to this proposed lease, the undersigned understands that such consent is required by the terms of the proprietary lease. The undersigned also understands that the information outlined below is essential to this application because of the special character of this cooperative apartment house, in which the stockholder lessees reside, and because of the desire of the stockholder-lessees to maintain a compatible group of tenants in the building with mutual interests and friendships. If it is desired to inspect the undersigned's present place of residence, arrangements may be made to do so. The undersigned will meet in person with representatives of the cooperative corporation if requested to do so. I understand and agree that the harboring of pets in apartments is not permitted.

Signature of Applicant

INFORMATION REGARDING APPLICANT (Please fill in all information requested)

Mrs.

Mr.

Name of Applicant: Ms. _____

Maiden name of Wife or Widow: _____

Home Address _____

Business Connection and Position _____

Nature of Business _____

Business _____

Address _____ Telephone _____

Number of persons who would occupy apartment _____

Family consists of _____
(If there are children, name and their respective ages)

Names of persons how reside in the apartment other than servants,

Names of residents in the building known by the application.

Names of all clubs and society memberships, fraternities and honorary societies of applicant
and others who propose to occupy the apartment.

Schools and colleges attended by husband, wife and children (Name class in each case)

Address of any additional residence owned or leased:

Special remarks (Please give any additional information, which may be pertinent or helpful as an indication of the nature of the applicant's occupancy):

REFERENCE:

Present Landlord: _____ Address: _____

Address of present residence and approximate date of occupancy:

FINANCIAL:

1. (Bank) _____ Address: _____

2. (Business) _____ Address: _____

PERSONAL:

1. _____ Address _____

2. _____ Address _____

3. _____ Address _____

4. _____ Address _____

5. _____ Address _____

6. _____ Address _____

1266 APARTMENT CORP.

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT, made the _____ day
of _____, 20____, by and between _____
hereinafter referred to as "Lessor" and _____
hereinafter referred to as "Lessee."

WITNESSETH:

1. Premises – The Lessor hereby lets to the Lessee, and the Lessee hereby leases and takes from the Lessor the premises known as Apartment _____ at Horizon House, _____ Horizon Road, Fort Lee, New Jersey, subject to the terms and conditions herein contained. In addition to the aforesaid premises, the following appurtenant uses are also subleased to the Lessee:

_____ Parking Space (s) Location _____

2. Term of Sublease – The term of the Sublease is _____ and
year(s), commencing _____ unless sooner terminated as herein provided.
ending _____

Under no circumstances may the term of this Sublease, inclusive of any renewals, exceed two (2) years.

3. Vacation of Premises at Termination of Sublease—The Lessee agrees that he/she/they will vacate the premises on or before the termination date of this Sublease, will remove all furniture, furnishings and personal property belonging to Lessee and will leave the apartment in a broom clean condition. In the event the Lessee does not vacate the premises on or before the termination date of Sublease, he/she/they will be considered trespassers. In the event an action for possession is commenced, Lessee agrees to pay any and all legal fees and court costs incurred by 1266 Apartment Corp. in connection therewith and this document may be entered into evidence in any action.

4. Use of premises – The subleased premises is to be used and occupied by the Lessee for the sole purpose of a personal residence for the Lessee and the Lessee's immediate family.
5. Rental – The rental for the term of this Sublease shall be _____ Dollars (\$) payable in equal monthly installments of \$ _____ in advance of the _____ day of each and every calendar month during said term, except the first installment, which shall be paid upon the execution of the Agreement.
6. No assignment or further subletting – The Lessee shall not assign this Sublease, sublet all or part of the subleased apartment or permit any other person to use or occupy the apartment. Violation of this paragraph shall be grounds for immediate termination of the Sublease.
7. Access to the Apartment – The employees and agents of 1266 Apartment Corp. shall have access to the apartment upon reasonable notice to the Lessee to:
- (a) inspect the apartment;
 - (b) make necessary repairs, alterations or improvements;
 - (c) supply necessary services; and/or
 - (d) show the apartment to possible buyers, mortgage lenders, contractors, insurers or state or local inspectors.
8. Incorporation of the Terms of the Proprietary Lease – This Sublease Agreement shall be annexed to and made a part of the Proprietary Lease for the subleased premises between Lessor and 1266 Apartment Corp. The Lessee represents that he/she/they have received a copy of said Proprietary Lease. The terms, covenants, provisions and conditions of the Proprietary Lease are hereby incorporated into this Agreement and shall be binding on both parties hereto; they shall also be binding upon those applying to 1266 Apartment Corp., as Lessor therein and they shall also apply to the Lessor herein and those applying to the Lessee therein shall apply to the Lessee herein.

9. Non-Liability of 1266 Apartment Corp. – 1266 Apartment Corp. shall not be liable for loss, injury or damage to any person or property unless it is due to the gross negligence of the corporation or its agents. The Lessee shall reimburse 1266 Apartment Corp. for any expense incurred by the Corporation due to the negligence or willful acts or omissions of the Lessee, the Lessee's family, agents, employees and/or guests.
10. Subordination to Mortgage – This Sublease is subordinate to the lien of:
- (a) all mortgages now on the buildings;
 - (b) all renewals, modifications or extensions of these mortgages; and
 - (c) all mortgages on the building which the corporation may enter into at any time in the future.
11. Tenant's Letter – At any time, at the request of 1266 Apartment Corp., the Lessee shall sign a letter stating that:
- (a) this Lease has not been amended and is in full force and effect;
 - (b) the Lessor is not in default hereunder;
 - (c) the Lessee has no rights to the apartment and building, except as stated in the Sublease.
12. Cooperative Corporation – The Lessee understands and acknowledges that the apartment is located in a building which is a residential cooperative and that the building is governed by the By-Laws, Proprietary Lease, House Rules and Rules and Regulations (collectively referred to as the "cooperative documents") These cooperative documents are made part of this Sublease. Lessee agrees that he/she/they will comply with all of the provisions of the cooperative documents and that any violation of any of the provisions of the cooperative documents shall entitle 1266 Apartment Corp. to any of the remedies provided in any of said documents as though the Lessee were a shareholder in the corporation. The cooperative documents provide that they shall be available for inspection during normal business hours in the office of the corporation. The Lessor and Lessee understand and acknowledge that the corporation may, from time to time, amend the cooperative documents and they agree to comply with any amendments thereto. The Lessor and Lessee understand and acknowledge that the ability to sublet an apartment is a privilege, not a right, and that 1266 Apartment Corp. retains the right to terminate the sub tenancy in the event of any violation of the cooperative documents by either Lessor or Lessee.

13. Collection of Rent by 1266 Apartment Corp: Lessee to be Guarantor – Lessor and Lessee understand and agree that, if the Lessor fails to pay his/her/their monthly maintenance, parking and/or assessment charges to the corporation, the corporation may notify Lessee to make current and future monthly rent payments directly to 1266 Apartment Corp. Lessor and Lessee agree that the Lessee shall make the rental payments to the corporation as guarantor of the Lessor's financial obligations to the corporation and, so long as the Lessor is in default on the payment of said charges, the Lessor hereby waives and relinquishes his/her/their right to receive payment of said rental payments from Lessee. Notwithstanding the receipt of Lessee's rental payments by the corporation, a Landlord/Tenant relationship between Lessee and 1266 Apartment Corp. shall not be created and the statutory requirements arising out of the relationship shall not apply.

14. Miscellaneous:

- (a) This Sublease is subject to the approval of the Board of Directors of 1266 Apartment Corp. as indicated below and the parties hereto agree to abide by all the regulations of the corporation pertaining to subleasing as set forth in the 1266 Apartment Corp. Sublease Policy now or at any item hereafter adopted. A copy of the Sublease Policy in effect at the commencement of this Sublease is annexed hereto and, by reference, made a part hereof.
- (b) Lessee shall not harbor or keep any pet, animal or bird in the apartment at any time.
- (c) In the event of any conflict between the provisions of this Sublease Agreement and the Proprietary Lease, the provisions of this Agreement shall govern.
- (d) In addition to the responsibilities and liabilities imposed upon the parties pursuant to the cooperative documents and/or this Agreement, the parties shall be individually and jointly responsible for the following:
 - (i) Payment of any and all move-in and move-out fees of the lessee:

- (ii) Any and all damage caused by the Lessee, the Lessee's family, agents, invitees and service personnel:
- (iii) Any and all expenses incurred by the corporation, including, but not limited to, legal costs and/or fines assessed by the corporation in enforcing the terms of this Agreement and/or any of the House Rules or rules and regulations of the corporation:
- (iv) Payment of any labor costs for work performed by any employee of 1266 Apartment Corp., at the rate of \$25.00 per hour, for required or requested repair of the Subleased unit.

IN WITNESS WHEREOF, the parties have executed this Sublease Agreement in triplicate on the day and year indicated above.

WITNESS

LESSOR

WITNESS

LESSOR

WITNESS

LESSOR

Approved on behalf of 1266 Apartment Corp.

1266 APARTMENT CORP. SUBLEASE RIDER

THIS RIDER made the _____ day of _____, 2____, is annexed to and made a part of the Lease between _____ as Landlord, and at _____ Horizon Road, Fort Lee, New Jersey. In addition to the premises referred to in the Proprietary Lease, the following appurtenant uses are also subleased to Tenant:

_____ Storage Room	Location: _____
_____ Parking Space	Location: _____
_____ Maid's Room	Location: _____

1266 Apartment Corp. Is owner of the entire premises and grantor of a Proprietary Lease to Landlord for all of the foregoing premises.

1. **TERM OF LEASE.** The term of this Lease, inclusive of any renewals, shall under no circumstances exceed two (2) years. The Tenant understands and agrees to vacate the apartment at the expiration of the term of this Lease, or at the expiration of two (2) years from the date of its beginning, whichever is sooner.
2. **NO ASSIGNMENT OR SUBLETTING.** The Tenant may not do any of the following:
 - (a) Assign this lease.
 - (b) Sublet all or any part of the apartment, or
 - (c) Permit any other person to use the apartment.
3. **ACCESS TO APARTMENT.** The employees and agents of 1266 Apartment Corp. shall have access to the apartment on reasonable notice to the Tenant to:
 - (a) Inspect the apartment
 - (b) Make necessary repairs, alterations or improvements
 - (c) Supply necessary services and
 - (d) Show the apartment to possible buyers, mortgage lenders, or contractors and insurers.

The employees and agents of 1266 Apartment Corp. may enter the apartment at any time without notice to the Tenant in case of emergency.

4. **NON-LIABILITY OF 1266 APARTMENT CORP.** 1266 Apartment Corp. shall not be liable for loss, injury or damage to any person or property unless it is due to the gross negligence of the co-op corporation or its agent. The Tenant shall repay to 1266 Apartment Corp. any money spent by the Cooperative Corporation due the Tenant's willful acts or negligence. The Tenant is responsible for all willful acts or negligence of the Tenant, the Tenant's family, agents, employees and guests.
5. **SUBORDINATION TO MORTGAGE.** This Lease is subordinate to the lien of (a) all mortgages now on the Building, (b) all renewals, modifications, or extensions of these mortgages and (c) all mortgages which the Cooperative Corporation signs at any mortgage shall be signed by the Tenant.
6. **TENANT'S LETTER.** At the request of 1266 Apartment Corp., the Tenant shall sign a letter stating (a) this Lease has not been amended and is in full force and effect, (b) the Tenant has no rights to the Apartment and Building, except as stated in this Lease, and (c) the Tenant has paid all rent to date. The letter shall also list all the property attached to the apartment, which is owned by the Tenant.
7. **COOPERATIVE CORPORATION.** Tenant understands that the apartment is located in a Building, which is a Cooperative. Therefore, the By-Laws, Proprietary Lease and annexed Rules and

Regulations govern the Building and all other documented, as the Cooperative Instruments.

These Cooperative Instruments are made part of the Lease. Tenant agrees that he will comply with all the provisions of the Cooperative Instruments. Any violation of the Lease shall entitle the Landlord to use any of the remedies provided in the Lease. Tenant also understands and agrees that in the event of a violation Of the Cooperative Instruments, the Cooperative Corporation may exercise any of the remedies provided to it by the By-laws or in the Proprietary Lease and the annexed Rules and Regulations just as if the Tenant were a shareholder in the Cooperative Corporation and owned the apartment. The Cooperative Instruments provide that they shall be available for inspection during normal business hours in the office of the Cooperative Corporation. The Tenant acknowledges that the Cooperative to comply with any amendments thereto. Tenant acknowledges that 1266 Apartment Corp retains the right to terminate Landlord's right to continue this subtenancy in the event of any violation of the Proprietary Lease, or the Cooperative Corporation's rules, regulations or policies.

8. **COLLECTION OF RENT BY THE COOPERATIVE.** Landlord and Tenant acknowledge that if the Landlord fails to meet its monthly maintenance and/or assessment charge to the Cooperative, then the Cooperative may notify Tenant to make current and future monthly rent payments directly to the Cooperative. Landlord and Tenant agree that Tenant shall make the rental payments to the Cooperative. However, it is understood and agreed that this action will not change the Landlord-Tenant relationship between the parties to this Rider. The Cooperative will not become the Landlord. 9. **MISCELLANEOUS.** Tenant shall not harbor or keep any pet, animal or birds in the apartment. The premises shall be used solely as a personal residence. This sublease is subject to the approval of the Board of Directors of 1266 Apartment Corp. as indicated below, and the parties hereto agree to abide by all of the regulations of the corporation pertaining to subleasing as indicated in the Horizon House Subleasing Policy, the terms of which as incorporated herein by reference. In the event of any conflict between the provisions of this Rider and the provisions of the Lease, the provisions of this Rider shall prevail.
10. **IN WITNESS WHEREOF,** the parties have executed this sublease in triplicate on the day and year indicated above.

APPROVED ON BEHALF OF
1266 APARTMENT CORP

LANDLORD: _____

By: _____

TENANT: _____

1266 APARTMENT CORP.
2 Horizon Road
Fort Lee, New Jersey 07024
(201) 224-6300

Board of Directors
1266 Apartment Corporation
2 Horizon Road
Fort Lee, New Jersey 07024

To Whom it May Concern:

As part of my application for consent of the Board of Directors to purchase an apartment in Horizon House. I do hereby agree as follows:

1. I will not harbor a dog in my apartment.
2. I will not sublet my apartment, except in accordance with the application rules.
3. I will not have a washing machine or dryer in my apartment.
4. I will provide 1266 Apartment Corporation a set of keys to Apt. _____ in building _____ for entry in case of emergency repairs.
5. All structural changes will be subject to the approval of 1266 Apartment Corp.

I understand that if I violate any of the foregoing, I will be subject to loss of my Proprietary Lease and Shares of Stock in 1266 Apartment Corporation and any subtenant will be subject to eviction.

Very truly yours,

State of _____)
Country of _____) ss:
Sworn to before me this _____ day of
_____2009
Notary Public _____

APPLICATION OF PARKING SPACE

NAME OF SUBTENANT: _____

TELEPHONE NO.: _____

BUILDING NO. _____ APT. #: _____

FOR PARKING SPACE APPLIED FOR: _____

MAKE OF CAR: _____ TYPE: _____ LIC. #: _____

MAKE OF CAR: _____ TYPE: _____ LIC. #: _____

*I HAVE RECEIVED A COPY OF AND HAVE READ THE GARAGE AND PARKING SPACE
POLICY OF 1266 APARTMENT CORP. AND AGREE TO BE BOUND BY THE PROVISIONS
SUCH POLICY AND OF ANY AMENDMENT THERETO.*

APPLICANTS SIGNATURE

DATE

GARAGE AND PARKING SPACE POLICY

X PARKING AREAS & GARAGES

1. The Corporation will provide one parking space for every apartment. Any additional parking space will be assigned, as available, at the discretion of the Corporation. Shareholders will park only in the parking spaces assigned.
2. Application for parking spaces must be filed with the Management Office simultaneously with the Purchase Application. Each shareholder must register in writing with management the make, color, and license plate number of the automobile(s) that will use an assigned spot. Changes to such information must be registered in writing with management within seven days after such change. All vehicles must have a properly displayed sticker.
3. When an apartment unit is sold, the shareholder will be allowed to transfer to the buyer the right to use one (1) space being used by the shareholder at the time of the sale. This space can be a garage, deck or field space. Any other spaces in use by the shareholder at the time of the sale will revert to the Corporation for assignment according to the parking priority list. Purchasers requesting more than one parking space will be assigned a field space if available or placed on the waiting list for a field space. In cases where the seller had no parking space, the Purchaser will be assigned one field space upon application.
4. Commercial vehicles, campers and similar vehicles, or unsightly and dilapidated vehicles will not be assigned parking spaces. Vans used as passenger vehicles will be assigned field spaces only. Vehicles in assigned spaces may not have "For Sale" signs on them.
5. Parking or standing in fire zones, driveways, ramps, or reserved spaces belonging to others is prohibited. Violator's cars may be towed away and stored at the owner's expense.
6. Washing or vehicle maintenance other than emergency repairs, including oil changes, are not permitted on parking decks, in field parking or in the garages.
7. Guest parking is permitted only in designated areas. Guests must obtain visitor's permit (day or night) from the doorman of the building of the resident being visited. Residents are only permitted two (2) overnight visitor parking passes per week.
8. Only one vehicle may be parked in an assigned space at a time.
9. Assigned spaces may not be exchanged among residents without advance written authorization from the Management Office.
10. Assigned spaces may not be sublet.

11. Vehicles in violation of these policies may be towed away at the owner's risk and expense.
12. 1266 Apartment Corporation is not responsible for damage to cars resulting from leaking garage ceilings or other causes. Parking in garages, on decks or in the field is strictly at car owner's risk.
13. Shareholders shall be entitled to use the parking spaces on Corporation property only so long as they are current on all financial obligations to the Corporation or are not in violation of the Corporation's governing documents or House Rules. In the event that maintenance, or any other charge levied by the Corporation, is due and owing for a period of thirty (30) days, or in the event of a violation of the Corporation's governing documents or House Rules the Corporation may suspend or revoke the shareholders' parking privileges for non-payment or violation of the Corporation's governing documents or House Rules. If payments are made for parking fees for a period in which maintenance and other charges remain unpaid, the Corporation will allocate those payments to all other fees due and owing to the Corporation before the funds are allocated to payment of parking charges. Any vehicle parked in a space where parking privileges have been suspended or revoked for non-payment of any charges or violation of the Corporation's governing documents or House Rules, will be considered an unauthorized vehicle and be subject to towing at the owner's expense.
14. a) Nothing contained herein or in the House Rules shall preclude the Corporation from giving priority on a waiting list and/or reassigning parking spaces to accommodate disabled individuals entitled to reasonable accommodations as a matter of Federal or State law. Management is entitled to use its discretion in attempting to provide a space to reasonably accommodate the disability based on the individual circumstances of the shareholder. If it is determined that an indoor and/or deck space is necessary to accommodate the disability, in order to effectuate same Management may consider factors such as, but not limited to:
 - 1) Whether a shareholder volunteers to relinquish an indoor or deck space;
 - 2) Whether a shareholder was allocated more than one indoor or deck space for a particular apartment; and,
 - 3) Whether a space closest to the elevator in the garage or the entrance way of the building from the deck is required based on the condition of the disabled shareholder.

In the event more than one shareholder has a parking space that can satisfy the accommodation, an impartial and anonymous drawing shall be held by Management in making a final determination.

The shareholder whose only space is reassigned to a disabled shareholder will be assigned a new best available parking space and placed on top of the waiting list for the next available equivalent space.

- b) At the time a disabled shareholder is issued a new space, said shareholder will give up his or her existing space. Upon the sale or any transfer of the disabled shareholder's apartment, or upon that shareholder no longer residing at the premises of the Corporation, or voluntarily giving up said space because it is no longer needed, the new space assigned to that shareholder will revert to the Corporation and a field parking space will be issued in substitution thereof. A transfer shall not be deemed to include any intra-family conveyance or a conveyance to a Trust for the benefit of the disabled shareholder.

PLEASE SIGN AND ACKNOWLEDGE THIS POLICY ON THE SIGNATURE LINE BELOW.

Signature _____

REGISTRATION OF NEWLY RENTED CONDOMINIUM OR COOPERATIVE APARTMENTS OR 1-FAMILY HOMES
UNDER THE VACANCY DECONTROL PROVISIONS OF THE FORT LEE RENT LEVELING ORDINANCE

This form is to be filed with the Fort Lee Rent Leveling Board, 309 Main St., Ft. Lee, NJ 07024 within sixty (60) days of the date of the commencement of the decontrolled tenancy. Failure to file could result in a forfeiture of rights under the decontrol provisions of the Rent Leveling Ordinance.

1. Name of building or complex: _____ Tax Block and Lot # _____
2. Name of new tenant(s): _____ Address: _____ Apt. # _____
3. Date of Tenancy: From _____ To _____ Rent: \$ _____
4. Check one: ☐ New tenancy ☐ Intra-building tenancy (If intra-building tenancy, list the dates and amount of rent of last prior tenancy: From _____ To _____ \$ _____)
5. Monthly rent includes: heat _____ hot water _____ gas _____ electricity _____ parking _____ garage _____ other (list) _____
6. In addition to the aforementioned monthly rent, the tenant is responsible for the following separate charges (i.e., gas, electric, parking, garage, cable t.v., etc.) List each item and the related charge: _____

LANDLORD CERTIFICATION

I HEREBY CERTIFY that I am familiar with the Rent Leveling Ordinance of the Borough of Fort Lee, including the following provisions:

- 1) At the expiration of this initial leased ☐ or month-to-month ☐ tenancy, which is not sooner than 12-months after the tenancy commenced, I am entitled to a rent increase of 5%, except if I have been notified by the Rent Leveling Administrator that my tenant has filed for and qualified as a senior citizen or as a disabled non-senior citizen. In such case, the maximum rent increase is 3.5% or the applicable MAP percentage, whichever is lower.
- 2) In order to increase the rent of my tenant I must provide a proper notice of increase form in accordance with New Jersey statutes and I must also utilize form RLB-14 of the Borough of Fort Lee, which form is obtainable from the Rent Leveling Office. I further understand that a copy of the tenant's notice is to be filed with the Rent Leveling Board at the same time it is served upon my tenant.
- 3) Because the subject apartment is in a cooperative or condominium building or complex or is one-family house, I am entitled to vacancy decontrol each time the apartment is vacated and re-rented to a new tenant. However, if the decontrolled tenant remains in occupancy after the initial term, the maximum rent increase provisions described above shall apply.
- 4) I am familiar with the anti-harassment provisions of the Rent Leveling Ordinance.

HEREBY FURTHER CERTIFY that if any of the foregoing statements are found to be willfully false, I am subject to punishment under all relevant laws, statutes and ordinances.

Signature of Landlord _____ Date _____

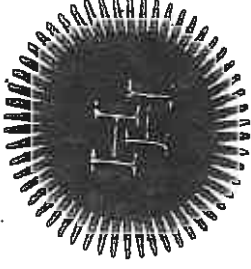
(Print) Name of Landlord _____

Street Address, City, State and Zip Code _____

Daytime Telephone Number: _____

1266 APARTMENT CORP.

2 HORIZON ROAD
FORT LEE, NEW JERSEY 07624
(201) 224-0000



**HORIZON
HOUSE**

APPLICANT'S RELEASE

RE: BUILDING _____ APARTMENT _____

The undersigned applicant(s) is (are) submitting an application to purchase/sublease the above referenced apartment.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and to process this application.

Applicant acknowledges that the application to purchase/sublease the apartment may or may not be approved by the Board of Directors of the Cooperative owning the building in its sole discretion and that if the application is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

The applicant releases both the cooperative corporation and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicant shall be liable for all costs and expenses (including attorney's fees) incurred by the cooperative corporation and/or managing agent.

Date: _____

**RESOLUTION
REGARDING ALTERNATIVE DISPUTE RESOLUTION**

WHEREAS, N.J.S.A. 45:22A-44(c) requires the Corporation to provide a fair and efficient procedure for the resolution of disputes between the shareholders and the Corporation, and between shareholders, as an alternative to litigation; and

WHEREAS, the Board of Directors (hereinafter the "Board") is given the authority to operate and manage the affairs of the Corporation, and to exercise all powers, duties and authority necessary for the proper conduct and administration of the affairs of the Corporation; and

WHEREAS, for the benefit of the Corporation and of the individual shareholders, the Board deems it necessary and desirable to establish procedures for dispute resolution in circumstances where there is a dispute between shareholders or between the Corporation and shareholders regarding compliance with the provisions of the Articles of Incorporation, the proprietary lease, the By-Laws and the Rules and Regulations of the Corporation (collectively, the "Cooperative Documents"), thereby attempting to minimize the necessity of judicial intervention and litigation; and

WHEREAS, the Board has the power to enforce on its own behalf and on behalf of all shareholders, all of the restrictions set forth in the cooperative documents including the regulation, appearance and use of the units and Common Property and has the authority to notify shareholders of activity which violates the Cooperative Documents; and

WHEREAS in accordance with the mandates of New Jersey law, the Board deems it necessary to adopt a uniform procedure for the resolution of disputes between shareholders and the Corporation and between shareholders through a process of negotiation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that the following Alternative Dispute Resolution procedure be and hereby is adopted, ratified and confirmed:

I. VIOLATIONS OF THE DOCUMENTS

1. Any shareholder, Officer, Director or agent of the Corporation has the authority to request that a shareholder cease or correct any act or omission which appears to be in violation of the Cooperative Documents.
2. The Corporation may make initial attempts to secure compliance with the Cooperative Documents through correspondence to the shareholder which states the time, date, place, and nature of the violation and which sets forth the time period in which the violation must be corrected. Prior to the commencement of any litigation, the shareholder shall receive notice which shall indicate that the shareholder may

elect, within ten (10) days after receipt of the notice, to proceed to mediation in the event the shareholder disputes the allegations contained in the notice (the "Dispute"). If the shareholder does not respond and make the Request for Mediation as provided in Paragraph 4 below within the ten (10) day period, the notice shall indicate that the shareholder has waived the right to mediation. Copies of such correspondence shall be maintained in the Corporation's files, and a copy may be sent to counsel for the Corporation.

3. A Dispute shall not include issues relating to the payment or nonpayment of regular and/or special maintenance and/or assessments (rent and/or additional rent) levied against the unit in accordance with the Cooperative Documents.

II. MEDIATION

4. A formal mediation process may be initiated upon the written request of all parties to the Dispute or by an individual shareholder, if the Dispute is with the Corporation. The Request for Mediation shall contain a brief statement generally setting forth the source and nature of the Dispute and the basis of the disagreement with the notice of violation. The Request shall be accompanied with a deposit in the amount of \$250.00 to be held in escrow by Nashel, Kates, Nussman, Rapone & Ellis (the "Escrow Agent") and applied against all costs of the mediation, including, but not limited to, the fees of the mediator. The Escrow Agent shall be entitled to release the funds as directed by the mediator, unless the parties agree otherwise in writing. Failure to tender the deposit with the Request for Mediation shall result in a rejection of the Request by the Corporation.

5. The mediation shall be conducted in accordance with the Mediation Rules of the American Arbitration Association (the "AAA") then in effect, and as modified by this Resolution, by a mediator mutually selected by the parties. The mediator shall be an attorney with experience in practicing community association and/or real estate law or an individual with appropriate experience.

6. The Corporation shall maintain a list of impartial persons who would qualify as mediators. Promptly upon receipt of a Request for Mediation, the Corporation shall provide the parties with the names and resumes of three impartial persons from the list. The parties shall designate from the names provided the person who shall serve as mediator, or may agree on another qualified person to act as mediator. If they are unable to agree on a mediator within five (5) days of the date of the Request for Mediation, the mediator shall be selected by the President of the Corporation. However, in the event of a Dispute between the Corporation and shareholder, the shareholder shall designate from the names provided the person to serve as mediator.

7. Within five (5) days after the mediator has been selected, both parties and their respective attorneys, if desired, shall meet with the mediator for one mediation session of not more than three (3) hours. If the Dispute cannot be settled at such mediation session, or at any mutually agreed continuation thereof, either party may give the other, and the mediator, written notice declaring the mediation process at an end.

8. The mediator shall manage the mediation proceedings as the mediator deems best so as to make the same expeditious, economical and less burdensome than litigation. The mediator shall be responsible for controlling the procedural

aspects of the mediation proceedings. The mediator shall not have the authority to impose a settlement on the parties, but may make recommendations for settlement and assist the parties in reaching a satisfactory resolution of the Dispute.

9. If the parties agree to settle the Dispute, such settlement shall be memorialized in a written agreement, signed at the conclusion of the mediation by each of the parties to the mediation (the "Settlement Agreement").

10. Mediation proceedings shall be conducted in private. Only the parties, their representatives and the mediator shall attend the proceedings. Other persons may attend only upon the express consent of the parties and the mediator. All proceedings of, or writings generated in connection with, the mediation conference, including the Settlement Agreement, mediator's settlement recommendations, and any statement made by any party, attorney or other participant, shall in all respects be considered settlement negotiations and privileged, and nothing said or disclosed, nor any document produced, which is not otherwise independently discoverable, shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future litigation, except that either party shall have the right to enforce a Settlement Agreement in accordance with its terms.

11. All costs of the mediation, including without limitation the fees of the mediator, shall be shared equally between the parties. Should the escrow deposit be insufficient for this purpose, the parties shall deposit an additional sum with the Escrow Agent in an amount sufficient to cover the additional costs of the mediation and/or be responsible for the additional costs of the mediation.

III. GENERAL

12. A tenant shall have the right to avail himself of the alternative dispute resolution procedure upon submission to the Corporation of written authorization by the shareholder of the unit in which the tenant resides.

13. Any inadvertent omission or failure to conduct an adversary proceeding in exact conformity with this Resolution shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth herein.

14. Effective Date. This Resolution shall become effective on August 28, 1996.

**RESOLUTION
REGARDING ALTERNATIVE DISPUTE RESOLUTION**

WHEREAS, N.J.S.A. 45:22A-44(c) requires the Corporation to provide a fair and efficient procedure for the resolution of disputes between the shareholders and the Corporation, and between shareholders, as an alternative to litigation; and

WHEREAS, the Board of Directors (hereinafter the "Board") is given the authority to operate and manage the affairs of the Corporation, and to exercise all powers, duties and authority necessary for the proper conduct and administration of the affairs of the Corporation; and

WHEREAS, for the benefit of the Corporation and of the individual shareholders, the Board deems it necessary and desirable to establish procedures for dispute resolution in circumstances where there is a dispute between shareholders or between the Corporation and shareholders regarding compliance with the provisions of the Articles of Incorporation, the proprietary lease, the By-Laws and the Rules and Regulations of the Corporation (collectively, the "Cooperative Documents"), thereby attempting to minimize the necessity of judicial intervention and litigation; and

WHEREAS, the Board has the power to enforce on its own behalf and on behalf of all shareholders, all of the restrictions set forth in the cooperative documents including the regulation, appearance and use of the units and Common Property and has the authority to notify shareholders of activity which violates the Cooperative Documents; and

WHEREAS in accordance with the mandates of New Jersey law, the Board deems it necessary to adopt a uniform procedure for the resolution of disputes between shareholders and the Corporation and between shareholders through a process of negotiation.

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8. The mediator shall manage the mediation proceedings as the mediator deems best so as to make the same expeditious, economical and less burdensome than litigation. The mediator shall be responsible for controlling the procedural

aspects of the mediation proceedings. The mediator shall not have the authority to impose a settlement on the parties, but may make recommendations for settlement and assist the parties in reaching a satisfactory resolution of the Dispute.

9. If the parties agree to settle the Dispute, such settlement shall be memorialized in a written agreement, signed at the conclusion of the mediation by each of the parties to the mediation (the "Settlement Agreement").

10. Mediation proceedings shall be conducted in private. Only the parties, their representatives and the mediator shall attend the proceedings. Other persons may attend only upon the express consent of the parties and the mediator. All proceedings of, or writings generated in connection with, the mediation conference, including the Settlement Agreement, mediator's settlement recommendations, and any statement made by any party, attorney or other participant, shall in all respects be considered settlement negotiations and privileged, and nothing said or disclosed, nor any document produced, which is not otherwise independently discoverable, shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future litigation, except that either party shall have the right to enforce a Settlement Agreement in accordance with its terms.

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12. A tenant shall have the right to avail himself of the alternative dispute resolution procedure upon submission to the Corporation of written authorization by the shareholder of the unit in which the tenant resides.

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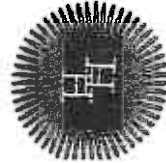
As Agent for 1266 Apartment Corp.

HOUSE RULES

Adopted March 12, 1985; Revised September 11, 1991
And Updated As of July 17, 1997

I. COMMON AREAS

1. Loitering, ball-playing of any type, bicycle-riding or roller skating in Entrances, lobbies, hallways or staircases is strictly prohibited.
2. No one is allowed to play in the halls, lobbies, stairways, elevators or Parking lots.
3. No public hall may be decorated or furnished by any resident in any manner without approval of the Corporation.
4. No articles of any kind may be left in hallways, including without limitation, doormats, shoes, boots, galoshes, rubbers, umbrellas, shopping carts, carriages, strollers and bicycles.
5. Public halls must not be obstructed or used for any purpose other than access to apartments.
6. Service elevators must be used by everyone when in bathing or gym attire, for making deliveries, when accompanying dogs, for transporting laundry, and for moving.
7. Anyone with a shopping cart, laundry cart, bicycle, tricycle or similar vehicle must use the service elevator.
8. Smoking is prohibited in all common areas within the buildings, including without limitation hallways, stairways, elevators, lobbies, mail rooms, and laundry rooms.
9. Entering upon the roofs of the buildings is expressly forbidden at all times.
10. All garbage must be placed in small bags with the openings securely fastened and thrown down the chute in the compactor room. Garbage is not to be left on the floor of the compactor room. For recycling purposes aluminum cans, other metal cans, plastic and glass bottles must be separated.



from other trash and placed in appropriate receptacles in the compactor room. Newspapers and magazines are to be bundled separately and placed on the floor. Metal hangers should be left on the floor and not thrown down the chute. Disposal of large household items should be arranged through the office.

11. Owners must properly identify each item stored in carriage and bicycle rooms with the owners' name and apartment number on a tag securely placed on each item.
12. No flammable material, mattresses or upholstered furniture are permitted in the storage areas of the buildings.
13. To assure everyone's safety, shareholders, their families, guests and other invitees are required to obey all traffic signs and directions, both inside the buildings and on the grounds, road, sidewalks and parking areas.

II. RECREATIONAL AREAS

1. Residents must abide by the regulations for the pool areas and the tennis, basketball and handball courts, and the recreation room, playroom and community room.
2. Play activity of the children should be confined to the playground area, playroom and recreation room provided for that purpose.
3. Ball-playing and bicycle-riding are prohibited on the grass and in the garden areas other than the grassy areas adjacent to each pool. Motorized vehicles are permitted only on streets and driveways.
4. Digging up or damaging planted areas is strictly forbidden.
5. Sunbathing is not permitted on the grounds except in pool areas.

III. INDIVIDUAL UNITS

1. Rugs, mops, clothing, bedding, towels, laundry and like items may not be placed on window sills or terrace railings. Signs, advertisements and similar materials may not be displayed (from windows or terraces). No radio or TV antennae may be attached to or hung from a terrace, patio, window or building exterior.
2. Throwing any objects from terraces or windows is strictly prohibited, including without limitation, cigar and cigarette butts, matches or debris of any nature.

3. Terraces and patios may not be used as storage areas.
4. No addition, installation, change or alteration to terraces, or terrace, doors, patios, (including, without limitation, items such as any painting, floors, walls, ceiling, installation of awnings, enclosures of any sought, carpeting, tiles or other floor covering or the installation, affixing or placing of any other type of decorative materials, planters or wall hangings) may be made without prior written consent of the Board of Directors.
5. No cooking is permitted on any terraces, patios or roofs of the buildings.
6. No doors shall be installed at the entrance to an apartment, other than those approved by the Corporation and local fire ordinance.
7. Every resident is required to provide management with a key to each lock (apartment, storage areas, maids rooms, etc.) to permit access to the area in the absence of the resident in the event of an emergency. In the event that a key is not made available and access to an area becomes necessary, the resident will be responsible for all costs incurred to gain access.
8. The floors of each apartment must be covered with rugs or carpeting over at least eighty (80%) percent of the floor area of each room except the kitchen and bathrooms.
9. Any repairs made necessary by a blockage of pipes, damage or alteration to the building or other apartments resulting from misuse of toilets, sinks, bathtub, showers or other apparatus or fixtures shall be paid by the shareholder in whose apartment the misuse occurred.
10. The use of shower heads, steamers, shower massages or other shower devices which provide for shut off at the head are not permitted.
11. No washers and/or dryers may be installed in apartments. No existing washers and dryers may be replaced for any reason. Upon the sale of any apartment, existing washers and/or dryers must be removed and the right to use them cannot be transferred to the new shareholders.
12. Management, after proper written notice, shall be permitted entry to any apartment at a reasonable hour to determine whether there has been damage to or from the resident's apartment, and to control or exterminate any vermin or other pests.
13. All move-ins and move-outs must obtain a moving permit from the Management Office and post a security deposit of \$500.00 to cover

potential damages to hallways, wallpaper, carpeting and lighting in common areas. Residents are responsible for all damages caused by their movers. If no damage is done, the security deposit will be promptly returned.

14. Moving is permitted Monday through Friday (excluding legal holidays) and may not begin before 9:00 a.m. nor continue after 6:00 p.m.

IV TERRACES AND PATIOS

1. No carpeting may be placed in direct contact with the concrete deck. Carpeting may only be placed over a drainage matting system such as "Coverdeck" or Matreflex.
2. Terrace floors and patios may be painted. Color is shareholder's choice.
3. Terrace floors and patios may be tiled with frosproof ceramic tile set in thinset mortar.
4. Terrace ceilings and patios (underside of terrace above) may be painted. The only approved color is Benjamin Moore Latex House Paint #103. Annapolis Gray 70.
5. No paint is allowed on the vertical walls coated with the Elastocolor membrane.
6. Any items hung on the vertical walls coated with Elastocolor membrane (clocks, thermometers, planters, etc.) must be installed in accordance with the Sika Corporation's approved procedure to seal fasteners penetrating the Elastocolor membrane. Copies of this procedure are available from the management office.
7. No glue or adhesive may be used to attach mirrors to the vertical walls coated with the Elastocolor membrane. Mirrors may only be hung in accordance with Corporation's approved procedure for attachments. Copies of this procedure are available from the management office.
8. Awnings must be securely fastened to the building in a manner consistent with Sika Corporation's procedure to seal fasteners penetrating the Elastocolor membrane. Copies of this procedure are available from the management office.
9. All awnings must be the approved brown color. Except that Awnings in good condition that were removed to allow the exterior rehabilitation may be rehung for a period of three years after completion of the Elastocolor

coating (1996 for Buildings 3,4, 5 & 6, and 1997 for Buildings 1 & 2). Thereafter, the awning must be replaced by the shareholder with an awning in the approved brown color.

10. Any plantings shall be maintained in sturdy planters containing weep holes to allow drainage. No planter (including soil and plantings) shall be permitted which exerts a force in excess of 25 pounds per square foot. Each planter shall be light enough to be moved by two men by hand. Soil shall be composed of one third garden soil, one third peat moss, and one third perlite, which is commonly known as "light weight soil". Planters shall be raised 3 inches off the deck with dunnage beams. Dunnage shall be notched to allow free flow of water from all areas of the terrace to the drain. No plant may extend more than 60" above the terrace deck surface.

11. It is the shareholder's responsibility to maintain containers in good condition, to keep terrace drains clear of debris and to move or remove planters when such planters will interfere with making repairs to the building.

V

LIABILITY FOR DAMAGE

- (a) Responsibility of Corporation: The Corporation will be responsible only for repairs to the Heating-Ventilating and Air Conditioning System (HVAC), common area plumbing, and electrical systems, and maintenance of all common areas and exteriors of the buildings. Floors, walls and ceilings damaged by leaks or obstructions in common area plumbing, HVAC units or exterior walls shall be repaired by the Corporation using standard building materials. The Corporation shall not be responsible for paint, non-standard floor finish, carpeting, wallcovering or other personal property.
- (b) Without limiting the shareholder's responsibilities under the Proprietary Lease, the shareholder is responsible for all repairs within their respective apartment. Floors which rise or are damaged due to excessive humidity or from leaks (i) through windows or doors in the apartment (ii) from any appliance in the apartment, or (iii) faulty plumbing inside the apartment, are that resident's responsibility.
- (c) Requests for maintenance may be made through the Management Office, the Maintenance Office or through the doorman. Maintenance personnel are instructed not to perform work of any nature without a written work order.

VI

COMPLIANCE WITH LAWS

All shareholders shall cooperate with officials of the New Jersey Department of Community Affairs and any other official authorized by law to inspect the premises owned by 1266 Apartment Corporation. This cooperation by shareholders shall extend to making apartments available for inspection by such government officials during normal business hours. Any and all fines imposed by any governmental agency due to either failure to make the apartment available for inspection or due to conditions within an apartment shall be passed on to and assessed to the shareholders having the lease for that apartment. The shareholder shall be responsible for compliance with orders of said government officials to remedy the condition which resulted in the violation or violation notice. The liability of the tenant/shareholder under this provision is limited by the responsibility of the tenant/shareholder set forth in paragraph 18 of the Proprietary Lease, as interpreted by the Board of Directors.

VII

INSURANCE REQUIREMENTS

All shareholders are required to maintain property damage in the minimum amount of \$100,000.00 and general liability co-op/condo insurance coverage in the minimum amount of \$100,000.00/\$300,000.00 covering personal property and physical damage, which includes, but is not limited to, window breakage and fire, smoke, and water damage to personal property, floors, ceilings, walls and structural elements of other shareholders' property and the Corporation's property. Proof of this coverage must be presented upon request by the General Manager or his designee at the time of purchase of shares and thereafter upon request.

All claims for damages to personal property (including automobiles) must be submitted to the resident's own insurance carrier. Written evidence to this effect must be submitted to the Management Office.

VIII.

SUBLEASING

1. All resident-shareholders wishing to sublet their unit must, in keeping with Paragraph 15 of the Proprietary Lease, apply to the Board of Directors for approval.
2. The privilege of subletting will be granted only to Shareholders who have personally resided as resident-shareholders for more than three (3) years in the same unit. The sublease may, at the option of the shareholder, include all appurtenant uses such as storage rooms, maids' rooms, and parking spaces. However, such appurtenant uses may not be subleased alone without the residential unit to which they are appurtenant.

3. The percentage of Units being sublet at any one time shall not exceed ten percent (10%) of the total number of units in the Horizon House complex - i.e., 126 units. In the event the percentage of units being sublet approaches ten (10%) percent, a waiting list shall be established. At the time the percentage falls below ten (10%) percent, the Board shall consider applications in the order in which they are submitted to Management.
4. No new sublets will be allowed until an existing lease expires. The Management Office will keep a list of shareholders wishing to sublease their apartment by date of request. When an existing sublease expires, the application of the next person on the list will be considered.
5. Once a sublet becomes available, the shareholder who is next on the waiting list will have sixty (60) days to present a subtenant to the Board for approval. If, however, the shareholder establishes that diligent efforts were made to find such a subtenant but were unsuccessful, Management shall extend the period for an additional thirty (30) days. If a subtenant was presented but rejected, Management shall extend the period for an additional sixty (60) days. If no subtenant is presented within the time periods set forth, the shareholder will be placed at the end of the waiting list. Accordingly, a new sublet will only be permitted if an existing sublet terminates.
6. Shareholders will be allowed to sublease for an initial two (2) year period, provided that the sublessee subleases for a minimum of one (1) year during this initial period. Thereafter, an additional period of two (2) consecutive years will be allowed. Then, the shareholder may go on the waiting list 90 days prior to the expiration of the first two year sublet period, and then sublet the apartment when the shareholder reaches the top of the waiting list. Shareholders who have exhausted the foregoing right to sublet, (i.e. for an initial two year period and thereafter for an additional two years), will be permitted to rent again for an additional two year period provided that their unit was vacant for a period of four consecutive months and that they comply with the procedures governing the sublet policy, including those related to the waiting list.
7. If the Board approves the proposed sublet, a fee of \$1.00 per share (with a minimum fee of \$500.00) will be payable in advance by the shareholder to the Corporation at the beginning of the sublet period.
8. The shareholder must furnish proof of the required insurance coverage in Paragraph 19 and agree to indemnify the Corporation against any costs incurred by reason of the sub-tenancy, including, but not limited to, damages, legal fees and the costs of eviction.

9. The shareholder must be current on all financial obligations to the Corporation at the time the application for the sublet is made and must remain current on all financial obligations during the term of the sublet. In the event the shareholder becomes in arrears on any payment due the Corporation, the subtenant will be given the opportunity to cure the default before eviction proceedings are commenced.
10. The shareholder must use the approved sublease form provided by the Corporation. A copy of the signed agreement must be approved and filed with the management office.
11. Rents charged by the shareholder must conform to applicable rent control laws.
12. Potential subtenants must be interviewed and approved by the Admissions Committee. The subtenant must agree to abide by the Proprietary Lease, House Rules and By-Laws of the Corporation.
13. Shareholders will remain responsible to the Corporation at all times for the acts and omissions of subtenants, including the payment of all fees due the Corporation on a monthly basis.
14. Subtenants will have the right to sign up for the use of outdoor facilities, subject to their abiding by the rules and regulations of the Corporation.
15. Occupancy of any unit shall not exceed a reasonable number of persons per unit.
16. If a subtenant decides to purchase the shareholder's shares, a new admissions screening will be necessary just as for any other purchaser.
17. The usual move-in and move-outs procedures must be adhered to, including payment of all fees.
18. The shareholder must register with the management office his or her new address and a local contact in case of emergency. In addition, if the shareholder does not have a New Jersey residence during the term of the sublease, each shareholder granted the privilege of a sublease must provide the name, address and phone number of an individual in New Jersey who will accept service of process on behalf of the shareholder.
19. Any subleasing arrangement not in compliance with corporate policy will be subject to immediate cancellation.

20. Maids' quarters may not be sublet. Maids' quarters may not be occupied by people other than domestics who are employed on a full-time basis by a resident shareholder. All residents must register such domestics with the Management Office.

IX ALTERATIONS TO INDIVIDUAL UNITS

1. All structural, plumbing or electrical alterations require advance approval of plans by the Corporation. An appropriate fee to cover expenses will be charged.
2. All shareholders who wish to make alterations in their apartments must, in addition to complying with the provisions of paragraph 21 of the Proprietary lease, execute an Alteration Agreement with the Corporation in the form approved by the Board of Directors.
3. No shareholder will be permitted to break through or create an opening in any concrete wall or between their apartment without compliance with the provisions contained in Paragraph 1 hereinabove. Such break throughs or openings are prohibited and such prohibition is necessary to ensure the structural integrity of the buildings.
4. Before a contractor is permitted to work in an apartment, for any reason, a work permit must be obtained from the Management Office. When contractors are working in an apartment, the shareholder is responsible for damage to, or refuse left in the common areas.
5. A security deposit of \$500.00 is required for all renovation work to cover potential damage to common areas. It will be returned promptly if no damage is done.
6. Construction debris must be removed from the apartment and the Corporation's property by the contractor. No such debris may be disposed of in chutes or dumpsters belonging to the Corporation.

X PARKING AREAS & GARAGES

1. The Corporation will provide one parking space for every apartment. Any additional parking spaces will be assigned, as available, at the discretion of the Corporation. Shareholders will park only in the parking spaces assigned.
2. Each resident must register in writing with management the make, color, and license plate number of the automobile(s) that will use an assigned spot. Changes to such information must be registered in writing with management

within seven days after such change. All cars must have a properly displayed sticker.

3. Parking or standing in fire zones, driveways, ramps, or reserved spaces belonging to others is prohibited. Violator's cars will be towed away and stored at the owner's expense without prior notice.
4. Parking a commercial vehicle larger than standard sized automobiles is prohibited.
5. Washing or vehicle maintenance other than emergency repairs are not permitted on parking decks, in field parking or in the garages. Oil changes are strictly forbidden.
6. Guest parking is permitted only in designated areas. Guests must obtain visitor's permit (day or night) from the doorman of the building of the resident being visited. Residents are only permitted two (2) overnight visitor parking passes per week.
7. Shareholders shall be entitled to use the parking spaces on Corporation property only so long as they are current on all financial obligations to the Corporation. In the event that maintenance, or any other charge levied by the Corporation, is due and owing for a period of thirty (30) days, the Corporation may revoke the shareholders' parking privileges for non-payment. If payments are made for parking fees for a period in which maintenance and other charges remain unpaid, the Corporation will allocate those payments to all other fees due and owing to the Corporation before the funds to payment of parking charges. Any vehicle parked in a space where parking privileges have been revoked for non-payment of any charges, will be considered an unauthorized vehicle and will be subject to towing at the owner's expense.

XI ANIMALS

1. Dogs are not permitted, with the exception of those dogs owned and on the premises prior to January 1, 1981. Such dogs may not be replaced after their demise.
2. Residents must leash and accompany their dogs. They must use service elevators when with their animals.
3. Owners of pets will be held responsible for any damage, disturbing noise or nuisance resulting from their animals.

4. As per Borough ordinance, animal owners must immediately clean up after their pets.
5. Residents who have been allowed to have a dog must register it with the Management Office. Any dog not registered by June 1, 1985, will be presumed to be brought into the complex illegally.
6. Dogs that are permitted must be curbed and walked only on Horizon Road and are strictly forbidden on the east side (river side) of the Complex.

XII NOISE

1. No noise of any kind is permitted between 11:00 p.m. and 8:00 a.m. if the same disturbs or annoys occupants of the building. No resident shall make or permit any disturbing noises in the building, their apartments, or on their terraces.
2. No private resident construction, repair work, or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) between the hours of 9:00 a.m. and 5:00 p.m. .

XIII ODORS

Shareholders shall not permit noxious odors or objectionable odors to emanate from the apartment.

XIV MISCELLANEOUS

1. No commercial deliveries shall be made through the main entrance of any building.
2. Food delivery persons must be announced by the doorman and shall use the service elevator.
3. Deliveries left with or accepted by the doorman are the owner's responsibility.
4. Notices are not permitted other than on the bulletin boards in the laundry room and mail room.
5. No leaflets are to be distributed without the approval of the Management Office.

6. No resident may send a building employee on any personal errands or private business, nor should a resident make any request of a doorman that results in a lobby being unattended.
7. Residents may not use a house phone. Only the doorman shall use the house phone.
8. No one shall be permitted to use more than two (2) washers or two (2) dryers at one time.
9. Laundry carts are not to be removed from the laundry room.
10. Doorman's carts are to be returned to the doorman's station promptly after use.
11. Open houses (for the purpose of selling an apartment) or tag sales in apartments are not permitted.
12. All rules shall be binding on the resident, and the family, guests, invitees, and employees of the resident and any subtenant.
13. Shareholders will be held financially responsible for all acts and damages caused by their families, guests, pets, employees or subtenants, including any defacement or destruction of grounds or buildings.
14. If, after two (2) notices to cure any condition which has become objectionable to the Corporation in accordance with the terms of the Proprietary Lease, the shareholder fails to remedy same, any and all administrative or other costs incurred by the Corporation to cure the shareholder's non-compliance shall be charged to said shareholder as additional rent, without limitation to other remedies which may be available to the Corporation.
15. These HOUSE RULES may be added to, amended, or repealed at any time by resolution of the Board of Directors of the Corporation. Notice of such change shall be given to residents and shareholders.

Co-operative Sales

Cooperative Information Regarding Lead-Based Paint in Common Areas

Cooperative Corporation: 1266 Apartment Corp.
Building Address: 1 - 6 Horizon Road
Fort Lee, New Jersey 07024

Date:

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

NO KNOWLEDGE OF LEAD-BASED PAINT OR HAZARDS

Attached hereto are copies of the reports or records pertaining to lead-based paint and/or lead-based paint hazards: NONE.

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

Cooperative Corporation

GOODSTEIN MANAGEMENT, INC.
Managing Agent

By:

Maggie Watkins

Date: _____

22-
Building Address: _____

Apt.# _____

**LEAD WARNING STATEMENT & DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS LEASES/SUBLEASES**

HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LESSORS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE DWELLING. LESSEES MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.

Lessor's Disclosure (Tenant Shareholder)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the Unit and/or common areas (explain).
- (ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the Unit and/or common areas.

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

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-base paint and/or lead based paint hazards in the Unit and/or common areas (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based hazards in the Unit and/or common areas.

Lessee's Acknowledgment (Subtenant) (Lessee(s) to initial (c) (d) below):

(c) _____ Lessee has received copies of all information listed above.

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

Agent's (Broker) Acknowledgment (Agent (All Brokers) to initial (e) below):

(e) _____ Agent (All Brokers) has informed the lessor of the lessor's obligation under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Lessor	_____	Date	_____	Lessee	_____	Date	_____
Lessee	_____	Date	_____	Lessee	_____	Date	_____
Agent (Broker)	_____	Date	_____	Agent (Broker)	_____	Date	_____

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CERTIFICATION OF DISCLOSURE

RE: Building Address: _____

Apartment #: _____

Shareholder as
Sublessor: _____

Prospective Sublessee: _____

The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act") and regulations promulgated by the Department of Housing and Urban Development and Environmental Protection Agency (the "Regulations") require that the Shareholder as Sublessee disclose, based upon actual knowledge, to the Prospective Sublessee the presence of any known lead-based paint and/or lead based paint hazards in the apartment or common areas. The cooperative corporation must provide any information it has regarding the common areas. The undersigned, being all the Shareholders as Sublessors and all Prospective Sublessee(s) of the above referenced apartment hereby certify to the Cooperative Corporation owning the building that:

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

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

Shareholder(s) as Sublessors(s): _____

Prospective Sublessee(s): _____

Date: _____

EXEMPTION CERTIFICATE

Building Address: _____

Apartment #: _____

Sublessor:
(Tenant Shareholder) _____Sublessor:
(Tenant Shareholder) _____Sublessee:
(Subtenant) _____Sublessee:
(Subtenant) _____

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

The undersigned certify that the above apartment is a "0" bedroom apartment as defined in the Federal Regulations and therefore the Disclosures otherwise required to be made are not applicable.

Sublessor:
(Tenant Shareholder) _____

Date

Sublessor:
(Tenant Shareholder) _____

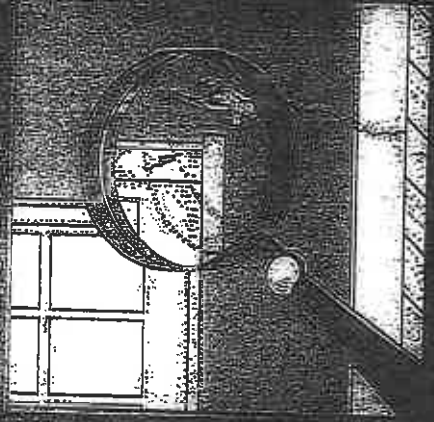
Date

Sublessee:
(Subtenant) _____

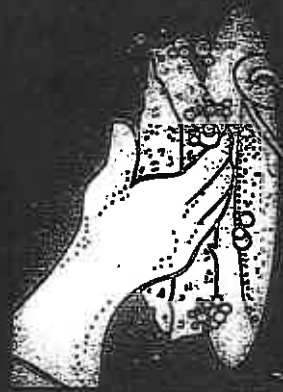
Date

Sublessee:
(Subtenant) _____

Date



Protect Your Family From Lead In Your Home



Get the information you need to protect your family from lead in your home.



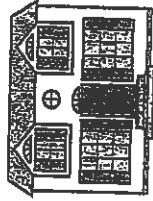
U.S. Environmental Protection Agency
Washington, D.C. 20460



Lead in paint is a serious health hazard. It can cause brain and nerve damage, especially in children. Lead in paint is also a fire hazard.

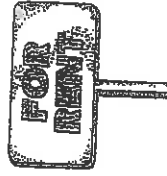
Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

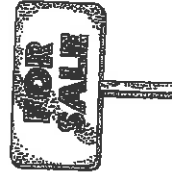


OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous if Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

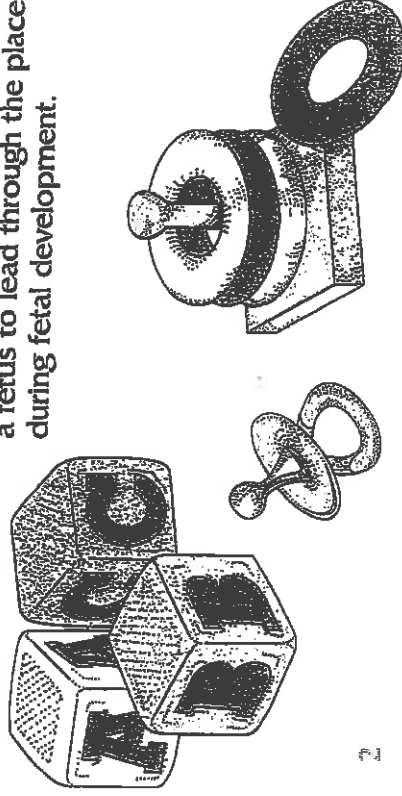
Lead is even more dangerous to children under the age of 6:

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

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

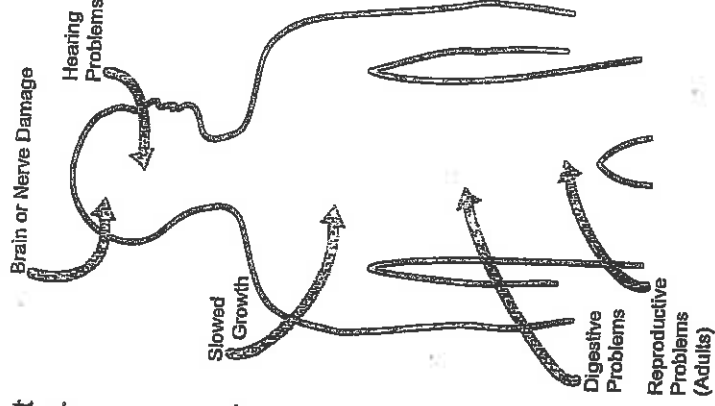
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

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

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

- ◆ Children at ages 1 and 2.
 - ◆ Children or other family members who have been exposed to high levels of lead.
 - ◆ Children who should be tested under your state or local health screening plan.
- Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

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

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

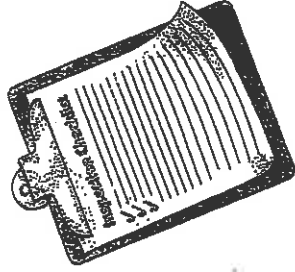
Just knowing that a home has lead-based paint may not tell you if there is a hazard.

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

- ◆ A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ **Visual inspection** of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.



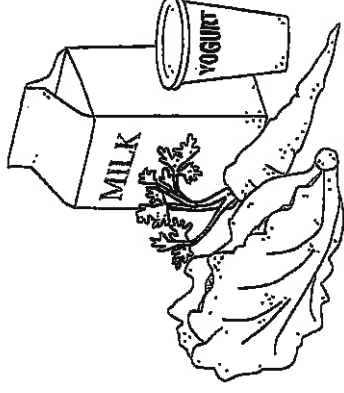
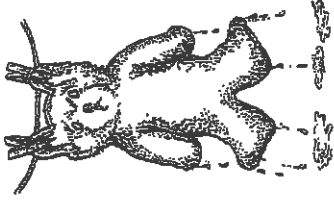
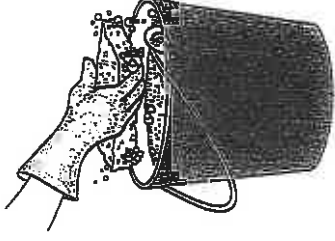
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

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

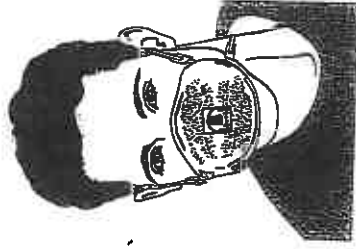
- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

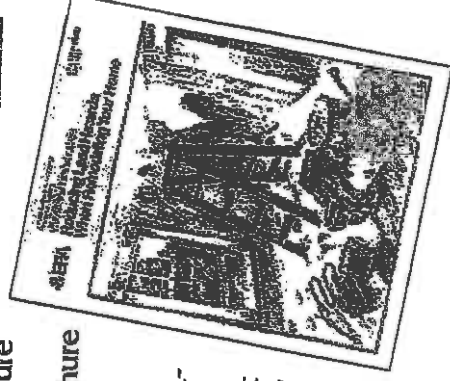
- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.

- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

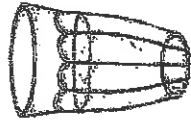
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

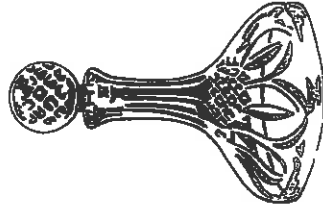
◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

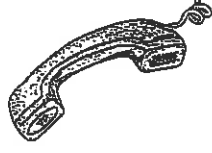


For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards.

To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hotline

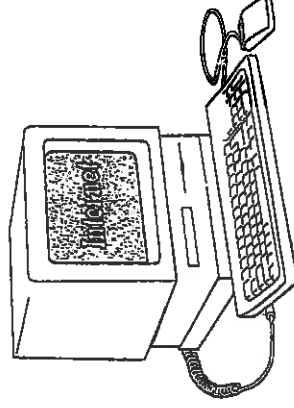
Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: www.cpsc.gov.

Health and Environmental Agencies

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



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

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Simple Steps to Protect Your Family from Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.