



# W.O.T.C. TENANTS' CORP.

73-10 220 STREET (REAR OF BUILDING) BAYSIDE, NEW YORK 11364 • (718) 464-7023 • FAX (718) 464-7901

## WOTC TENANTS' CORP. HOUSE RULES

The purpose of these House Rules is to establish general guidelines as to the manner of behavior that **ALL RESIDENTS (OWNERS, RENTERS AND TENANTS)** of Windsor Oaks, their family and friends, are to conduct themselves while living at or visiting the property. These House Rules were approved by the Board of Directors of WOTC Tenants' Corporation (the "Board") and are effective January 1, 2010.

The Board has established a schedule of penalties that will be used to enforce these House Rules. WOTC Tenants' Corp. (The "Lessor" or "WOTC") may take whatever action necessary to ensure compliance with the House Rules.

The apartment owner (the "Lessee") will be given written notice informing him and/or her of the House Rule violation and the action that will be taken (e.g. assessment of fines or removal of their articles, if in regard to the outside property). **If after a three (3) day period there is no response or action taken by the Lessee to correct the House Rule violation, the Lessor will assess fines as stated until the violation is corrected.**

Please be advised that the Lessee will be subject to appropriate action to promote compliance with the House Rules. These actions may include legal action at owner's expense, including eviction or the placement of liens against the Lessee's shares in WOTC Tenants' Corp. **Apartment sales will be disapproved until all outstanding penalties and fines against the apartment shares are paid in full. All fines and assessments will be placed against the Lessee. If the apartment is occupied by a tenant or renter, fines will continue to be placed against the Lessee's apartment shares until his/her tenant or renter complies with the House Rules.**

**I (we) have read and understood the following:**

- 1. House Rules**
- 2. Pet Policy**
- 3. Parking Rules**

RESIDENT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Please list all residents of unit. All residents over age 18 must sign above, and initial where indicated.

ADDRESS: \_\_\_\_\_ UNIT # \_\_\_\_\_



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THE HOUSE RULES EFFECTIVE JANUARY 1, 2010 ARE AS FOLLOWS:

1. All applicants, whether purchasers or renters, are required to be screened by the Admissions Committee of the Board of Directors (the "Admissions Committee"). Applicant is defined as any person or persons, who will occupy the apartment. All applicants must meet minimum income requirements. Sales price must be within the guidelines set by WOTC. The Lessee has the responsibility of notifying the purchaser or renter of such requirement. Failure to abide by this rule will result in disapproval of sale and, if the apartment is sublet without the approval of the Admissions Committee, the fines will be assessed against the Lessee and legal proceedings will commence to evict renter at owner's expense. Shareholders must reside in their unit for one year before requesting a sublet application.

PENALTY = \$500.00 FOR EACH MONTH THE VIOLATION  
REMAINS UNCORRECTED

2. All apartments will be subject to inspection upon sale or sublease. In the event that violations of these House Rules exist, Lessee will be responsible for the cost of correcting violations as well as any fines and professional fees. **NO SALE OR SUBLEASE WILL BE APPROVED UNTIL VIOLATION IS CORRECTED.**
3. An apartment entrance shall not be obstructed or used for any purpose other than to enter and exit an apartment. Flower boxes must not obstruct handrails or doorways.

PENALTY = \$35.00 - 1<sup>st</sup> Offense  
\$50.00 - 2<sup>nd</sup> Offense  
\$75.00 - Each Subsequent Offense

4.
  - A. Residents are specifically prohibited from making any addition, change or alteration to the interior of any portion of their apartment without the written consent of the Board of Directors. A plan must be submitted by a licensed, insured contractor.
  - B. Residents are specifically prohibited from making any addition, change, or alteration to the exterior of their apartment or building, including the installation of patios.

PENALTY = \$500.00 - FOR EACH MONTH THE  
ALTERATION IS NOT CORRECTED

I (we) have read the above (Initial): \_\_\_\_\_

5. No one is permitted to leave any type of sports equipment unattended or outdoors overnight, such as volleyball nets, basketball hoops, hockey nets, etc. **Any ball playing which would endanger the safety of persons or property is strictly prohibited. No bicycles, skateboards, scooters, or the like can be operated in an unsafe manner on the common property of the development.** All applicable laws must be observed.

PENALTY = \$35.00 - 1<sup>st</sup> Offense  
\$50.00 - 2<sup>nd</sup> Offense  
\$75.00 - Each Subsequent Offense

\* EQUIPMENT LEFT OUT OVERNIGHT WILL BE CONFISCATED

6. No one is permitted to rope off areas of the courts or common areas for their private activities. Permission may be granted to erect a tent for gatherings with a completed application and security deposit.

PENALTY = \$35.00 - 1<sup>st</sup> Offense  
\$50.00 - 2<sup>nd</sup> Offense  
\$75.00 - Each Subsequent Offense

7. No one is permitted to add to, damage, destroy, remove, replace or alter the landscaping of the development. Residents will be held responsible for the actions of their children, pets, and guests. Digging, bicycle riding on lawns, water slides, tree climbing and fireworks are prohibited on WOTC property.

PENALTY = \$50.00 PLUS COST OF REPAIR

8. No common area or exterior of any apartment may be decorated or furnished which would cause damage to the brickwork or aluminum siding, e.g. plant hangers, holiday decorations or flags. For installation procedures of antennas, alarm boxes or satellite dishes, please contact the Property Manager for written approval.

PENALTY = \$35.00 - 1<sup>st</sup> Offense  
\$50.00 - FOR EACH MONTH VIOLATION REMAINS  
UNCORRECTED PLUS COST OF REPAIR

9. Gardening is not permitted anywhere on the property. Outdoor flower pots may not contain herbs or vegetables.

PENALTY = \$35.00 - 1<sup>st</sup> Offense  
\$50.00 - 2<sup>nd</sup> Offense  
\$75.00 - Each Subsequent Offense

I (we) have read the above (Initial): \_\_\_\_\_

10. No one shall make or permit any disturbing noises in their apartment or permit anything to be done therein which would interfere with the rights, comfort or convenience of other residents:

- A. No resident shall play any instrument or permit the use of any instrument, TV, stereo or appliance to be operated in the apartment between the hours of 11:00pm and 8:00am any day, or at such other times of the day, if the noise shall unreasonably disturb or unreasonably annoy residents of any other apartment.
- B. Construction or repair work or any other installations involving noise shall be conducted in any apartment only between the hours of 7:30 A.M. and 7:00 P.M. on weekdays and 9:00 A.M. and 5:00 P.M. on weekends and holidays

PENALTY =           \$35.00 - 1<sup>st</sup> Offense  
                          \$50.00 - 2<sup>nd</sup> Offense  
                          \$75.00 - Each Subsequent Offense

11. No article of any kind, such as laundry, rugs, towels, etc. shall be placed on the exterior banisters of the buildings, nor shall any of these articles be hung from doors, windows, chairs, or placed upon the outside window sill of the apartment or shrubbery on the property.

PENALTY               \$50.00 - 1<sup>st</sup> Offense  
                              \$75.00 - 2<sup>nd</sup> Offense  
                              \$100.00 - Each Subsequent Offense

12. Summer furniture, garden hoses, swimming pools, etc. must be removed from the lawns and stored against the entrance door wall; not laying around the lawn, common areas or in front of public walkways when not in use. All swimming pools must be attended by an adult.

- A. Bicycles and toys must be brought in EACH EVENING and not stored in the common area. Inflatable swimming pools must be emptied and deflated.
- B. All barbeque grills must be placed on patio blocks, and operated in accordance with the New York City Fire Code.
- C. A memo will be delivered to all residents in the fall, at which time all summer furniture, garden hoses, swimming pools, shopping carts, etc., with the exception of barbeque grills, must be removed from the property. WOTC reserves the right to remove any property left in violation of this rule. WOTC shall not be responsible for any damage to a resident's property during the removal of the offending property

PENALTY               =           \$35.00 - 1<sup>st</sup> Offense  
                              \$50.00 - 2<sup>nd</sup> Offense  
                              \$75.00 - Each Subsequent Offense  
                              \*ANY ITEM CONFISCATED & NOT PICKED UP WILL RESULT IN A  
                              \$50.00/MONTH STORAGE CHARGE

I (we) have read the above (Initial): \_\_\_\_\_

13. No awnings or cooking vents shall be used or are permitted, nor shall anything except window air conditioning units or drier vents be projected out of any window of any apartment. As to air conditioning units, only window models are permissible. No wall air conditioning units are permitted.

PENALTY = \$500.00 - FOR EACH MONTH VIOLATION IS NOT CORRECTED PLUS THE COST OF REPAIR

14. A. No sign, notice advertisement, or commercial illumination shall be inscribed or exposed on or at any window or any other part of the building, except that which has been approved by the Board of Directors.

B. Outdoor holiday decorations must be tasteful and safe, and must be removed within 21 days after the holiday. WOTC common property electricity may not be used.

PENALTY = \$100.00 - FOR EACH VIOLATION

15. In accordance with the New York City Housing Code, residents may not place water-filled furniture (e.g. waterbeds) in their apartment.

PENALTY = \$500.00 - PLUS THE COST OF REPAIR

16. No vehicles, such as motorcycles, scooters, etc. shall be parked or used to obstruct the public passageways, common areas, driveways or sidewalks of the property. Under no circumstances are vehicles to be driven on sidewalks or lawns.

PENALTY = \$500.00 - PLUS THE COST OF DAMAGE

17. Refuse shall be placed only in the designated trash bins located through the property. Under no circumstances may refuse or pet feces be placed alongside or on top of trash bins, nor may refuse be disposed of in such a way to be objectionable or to endanger the health and safety of residents. Trash may not be stored or left unattended on or near apartment entrances. Disposal of bulk items, such as mattresses, furniture and appliances must be arranged in advance with WOTC to ensure sanitation pick-up. The resident is responsible for compliance with the New York City Recycling Laws. No cigarettes, matches, gum wrappers, or articles of any kind are to be disposed of in anything other than the proper container.

PENALTY = \$500.00 FINE AS PER N.Y.C. CODE

I (we) have read the above (Initial): \_\_\_\_\_

18. Toilets, sinks and bathtubs shall not be used for any other purpose other than those for which they were constructed, nor shall any food, sweepings, rubbish, rags, pet litter, sanitary supplies or any other article be thrown into them. The cost of repairing any damage from misuse or damage by owners or contractors of any toilet, sink, bathtub or any other water apparatus shall be paid for by the resident in whose apartment it shall have been caused.

PENALTY = \$250.00 - PLUS COST OF REPAIR

19. No resident shall send any employee of the development or the managing agent to perform private business on behalf of the resident; nor shall the resident engage any employee of the development to perform any personal work for the resident within the resident's apartment.

PENALTY = \$100.00

20. No pets, including visiting pets, shall be permitted, kept, or harbored in an apartment without the same in each instance having been expressly permitted in writing by the Board of Directors, and such consent, if given shall be revocable by the Board of Directors in its sole discretion at any time. Any permission granted by the Board of Directors to a resident to maintain a pet shall be subject to the then prevailing rules and regulations of the Board of Directors.

No pigeons, or other birds, or animals shall be fed from the window sills, or other public portions of the property, or on the sidewalk or street adjacent to the property.

Bird feeders are not permitted.

PENALTY = \$50.00 - 1<sup>st</sup> Offense  
\$75.00 - 2<sup>nd</sup> Offense  
\$100.00 - Each Subsequent Offense

21. WOTC shall have the right to curtail or relocate any space devoted to storage or laundry purposes.

22. No resident or contractor is permitted access to basements or crawl spaces without the prior consent of WOTC. Crawl Spaces & Basements are not to be used by any resident for storage of personal items, except in those areas specifically designated as rental storage areas.

PENALTY = \$100.00 - 1<sup>st</sup> Offense  
\$200.00 - FOR EACH MONTH VIOLATION REMAINS UNCORRECTED

23. Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room, including the staircase, excepting only kitchen, bathroom and closets. In addition to fines, violators will be prosecuted to the fullest extent of the law.

PENALTY = \$100.00 PER ROOM UNCARPETED

24. Littering and defacing walls, sidewalks and garages with graffiti are strictly prohibited. In addition to fines, violators will be prosecuted to the fullest extent of the law.

PENALTY = \$500.00 PLUS COST OF CLEANING

I (we) have read the above (Initial): \_\_\_\_\_

25. Washing machines installed within an apartment require the installation of a check valve to prevent the back flow of water. Residents will be liable for any and all damages caused by his/her washing machine. Gas driers are prohibited.

PENALTY = \$500.00 PLUS COST OF DAMAGE/REPAIR

26. Complaints regarding the servicing of the building or property shall be made in writing to the Board of Directors. Unsatisfactory resolution of maintenance problems should be brought to the attention of the Property Manager and/or the Board of Directors.

27. Garage Lessees shall abide by all arrangements made by the Lessor with regard to the use of a garage and the driveways thereto. The Primary use of the Garage is to house an automobile, NOT FOR STORAGE.

A. Under NO circumstances is SUBLETTING of garages permissible.

B. Under NO circumstances are electrical lines to be run in garages.

28. Commercial use of a garage is prohibited. Commercial use of any apartment is prohibited.

PENALTY = \$500.00 PLUS ALL LEGAL FEES

29. The agents of the Lessor, and any contractor or worker authorized by the Lessor must be allowed to enter any apartment at any reasonable hour of the day or night for purposes of taking such measures as necessary to control or exterminate any vermin, insects or pests. Under no circumstances may an apartment be entered, at any time, by the agents of the Lessor without the knowledge and approval of the resident unless the situation is deemed to be an emergency. Generally such emergency situations are restricted to fire, flooding, gas leaks, infestation and structural problems.

PENALTY = \$500.00 PLUS COST OF DAMAGES

30. Under N.Y.C. Health Department Code 131.5 all apartments with children under age 10, must have window guards. Once guards are installed, any removal or alteration will result in fines. Fines and legal fees imposed on The Cooperative will be passed along to the owner of the apartment.

PENALTY = \$100.00 PLUS ALL FEES IMPOSED BY THE CITY

31. Monthly maintenance must be received by the 10<sup>th</sup> of the month. There will be a \$50.00 late fee if received after the 10<sup>th</sup>. The garage lease late fee will be \$15 per month.

32. There will be a fee of \$50.00 charged for receipt of any check that is not honored for payment, e.g. late payment of maintenance, assessment, legal fees, fines and repairs.

33. All apartments must be equipped with smoke and carbon monoxide detection devices.

34. Permanent flooring and/or electricity are strictly prohibited in any attic.

PENALTY = \$100 PLUS COST OF ANY REPAIRS

I (we) have read the above (Initial): \_\_\_\_\_

- 35. Any firearms must be secured in a locked safe.
- 36. All unit occupants must be listed with W.O.T.C. Any changes must be reported immediately.
- 37. These House Rules may be amended or repealed at any time by resolution of the Board of Directors.

**THE CORPORATION RECOMMENDS THAT ALL SHAREHOLDERS CARRY INSURANCE TO COVER THEIR APARTMENT AND GARAGE IF APPLICABLE.**

I (we) have read the above (Initial): \_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_