

Kew Manor Owners Corp.

May 2016

KEW MANOR OWNERS CORPORATION HOUSE RULES

(RULES AND REGULATIONS)

The House Rules of Kew Manor Owner's Corp. are expressly written for the benefit of all residents at Kew Manor. The expectation is that these House Rules will serve as a set of guidelines to maintain Kew Manor as a secure, clean, pleasant, and respectful community for all those who reside here.

These House Rules are not intended to restrict any residents and their guests (including supervised younger children) from enjoying the safe courtyard areas, so long as these activities do not interfere with the other residents' enjoyment of the property or their apartments.

We request your cooperation in complying and enforcing these House Rules so that all of us can enjoy the Kew Manor community.

Sincerely yours,

Members of the Board of Directors

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In addition to the provisions of the Kew Manor Owners Corp. By-laws, the following House Rules and Regulations, along with any additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the units and the conduct of all residents thereof:

1. SUBLETTING

- 1.1. There shall be no subletting of a unit without prior written consent from the Board of Directors ("Board") and only after **two (2) years of ownership** of the unit. Subleasing is a privilege offered by the Board of Directors to Shareholders and the Board reserves the right to terminate such privilege if any extenuating circumstance arises.
- 1.2. If a unit is sublet without such consent, appropriate action, including but not limited to legal action, will be taken to remedy this breach. **Violations are subject to a \$500.00 fine per month until the issue is resolved.**
- 1.3. Purchase and sublease applications must be obtained from the Management office.
- 1.4. Requests for subletting shall be evaluated by the Board on a case by case basis.
- 1.5. Subletting shall only be permitted for **one-year terms**. Any sublease agreement shall not exceed a period of one year.
- 1.6. The apartment to be sublet may be subject to inspection as required by the Board.
- 1.7. Sublessees shall be bound by these House Rules. Sublessors are responsible for complying with these Rules and Regulations. Sublessees may not prevent nor impede the Sublessors from fulfilling their obligations to the Corporation.
- 1.8. The provisions of this section do not apply to Holders of Unsold Shares or Sponsor owned apartments as outlined in the Proprietary Lease and the Offering Plan including Amendments hereto.

2. ALTERATIONS, REPAIRS AND/OR CHANGES TO INTERIORS OF APARTMENTS

- 2.1 No work may commence upon any proposed alteration, repair, and/or change of any kind whatsoever without the prior written consent of the Board. Please contact the Management office regarding any inquiries as to whether such specific work requires Board approval.
- 2.2 If alterations, repairs and/or changes are done without the consent of the Board, appropriate action, including, but not limited to, legal action, will be taken to remedy this breach. **Violations are subject to a \$500.00 fine per month until the issue is resolved.**
- 2.3 Shareholders are required to submit a refundable renovation/alteration deposit of **\$700.00** for alterations that do not require a licensed contractor (aesthetic work only). For renovations requiring a licensed contractor, a **\$1,000.00** security deposit must be submitted along with a certificate of insurance listing the Corporation and Management office as additional insured. The deposit will be refunded after the work has been completed and an inspection has been performed to confirm that no damage occurred.

- 2.4 As per NYC laws and regulations regarding renovations, **NO** structural changes should be performed in any units at any time. **Violations are subject to immediate legal action.**
- 2.5 The provisions of this section do not apply to Holders of Unsold Shares or Sponsor owned apartments as outlined in the Proprietary Lease and the Offering Plan including Amendments thereto.

3. PROHIBITIONS ON CHANGES TO COMMON AREAS OUTSIDE OF APARTMENT

- 3.1 No alteration, repair, and/or change to common elements and/or all areas outside of the apartments shall be permitted. This rule includes, but shall not be limited to, the following:
- 3.1.a No fence or handrail may be erected nor removed.
- 3.1.b No shrubbery, tree, plant, etc. may be planted, relocated nor removed.
- 3.1.c No radio, television or other antenna shall be attached, hung or erected upon any part of the development whatsoever, including, but not limited to, windows, walls, vent pipes, roofs, etc.
- 3.1.d No awnings, grills, window (flower) boxes, lighting fixtures or similar devices shall be attached, hung or erected upon any portion of the cooperative development whatsoever. Only window guards approved under applicable law may be installed.
- 3.1.e No signs, window air conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Board, nor shall anything be projected out of any window of the building without similar approval. Fire escape windows must be kept free of any obstructive objects and out of anything limiting access to any units at all times.
- 3.1.f No articles shall be placed in the halls or lobbies, e.g. advertisements, decorations, wall hangings, plantings, etc., nor shall anything be hung or shaken from the doors or windows of the building.
- 3.2 All Corporation exterior or common property, e.g., buildings, outside walls, outside doors, trim, handrails, etc. may not be painted by residents and shall remain the color authorized by the Board of Directors.

4. PROHIBITED CONDUCT AND NUISANCES

- 4.1 No resident shall make nor allow any disturbing noises or cause any unusual smells in any apartment and/or in any other part of the cooperative development. They shall not cause nor permit anything to be done that will interfere with the rights, comforts or convenience of the other residents in the community.
- 4.2 No resident shall play nor permit a musical instrument, record/tape player, radio or television, etc. to be operated to the extent that it shall generally disturb or annoy other residents of the community especially between the hours of 10:00 PM and 8:00 AM the next morning.
- 4.3 Practice or playing of bands is strictly prohibited. For this rule, a band shall be defined as a grouping of two or more instruments.
- 4.4 Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with padded rugs or carpeting or equally effective noise-reducing material to the extent of at

least eighty (80%) percent of the floor area of each room with the exception of kitchens, bathrooms and closets.

- 4.5 Residents and their guests shall exercise the control necessary over their children to prevent play, which is objectionable to other residents of the community. In addition, residents shall ensure that guests and their children do not violate the rules and regulations of the Corporation.
- 4.6 Lawns may not be used for any purpose that may impair their appearance, damage them, or increase the cost of maintenance and/or insurance to the Corporation.
- 4.7 Picnicking or sunbathing on the lawns is prohibited.
- 4.8 Barbeque grills and wading pools of any kind are prohibited anywhere on the property.
- 4.9 Children shall not play in the public halls, stairways, elevators, basements, or roofs.
- 4.10 There shall be no ball playing of any kind that could, in any way, result in injury to other residents and/or damage to the property or building, or interfere with the quiet enjoyment of the residents. Any and all damage resulting from violations of this rule shall be the personal responsibility of the parent or host resident.
- 4.11 There shall be no bicycling, skateboarding, or roller skating on the property. Any and all damage resulting from violations of this rule shall be the personal responsibility of the parent or host resident.
- 4.12 In the event that the resident, guests, agents, etc. destroy or damage any Corporation property, the resident shall be financially responsible to the Corporation for the cost of repair or replacement for such damage. Such costs will be due in addition to the normal monthly maintenance charge at the first of the following month.
- 4.13 No graffiti, writing, sign, notice, or advertisement of any kind whatsoever shall be permitted on the cooperative's property, e.g.; buildings, windows, etc. except as previously approved in writing by the Board or Managing Agent.
- 4.14 The public hallways of the cooperative development are for ingress or egress from the apartments. They shall not be used for any other purpose, including, but not limited to personal property, chairs, shoes, toys, carriages, scooters, wagons, bicycles, etc. Violation of this rule can result in the removal of the offending item(s) by the Cooperative.
- 4.15 No resident may store personal property in any unauthorized locations, neither in the Cooperative buildings nor around the development. Violation of this rule can result in confiscation of said property by the Cooperative.
- 4.16 Residents shall not keep nor store hazardous or dangerous materials, which may cause fire, explosion or other threats to the safety or wellbeing of other residents and/or the community.
- 4.17 Residents are prohibited to store any objects on the fire escapes and/or block access to fire escapes with any personal property to include, but not limited to air conditioners, flowerpots, etc.

- 4.18 Bathtubs, sinks, toilets, plumbing fixtures and other water devices in the Cooperative development shall not be used for any purpose other than those for which they were constructed nor shall any rubbish, rags, or other foreign articles be disposed of intentionally or accidentally through the plumbing system. The cost of repairing any damage resulting from any such misuse shall be paid for by the shareholder in whose apartment it has been caused.
- 4.19 All garbage, except that which must be recycled, is to be placed in bags, wrapped neatly, securely and put into the disposal unit (chute room) on each floor. Any large items that will not fit into the disposal unit should be taken to the garbage room in the basement.
- 4.20 Mattresses, furniture, etc., shall be placed in a heavy suitable plastic garbage bag, securely fastened and arrangements shall be made for disposal with the Maintenance Department.
- 4.21 Garbage, which must be recycled, is to be brought directly to the basement and placed in the appropriate receptacle.
- 4.22 Except for common household cleaning agents and/or pesticides, no industrial or commercial pesticides, herbicides and/or other chemicals, cleaners, solvents, acids, etc. shall be permitted to be used anywhere on the property or within the apartments by residents or their agents without the prior written consent of the Board.
- 4.23 Residents shall keep their apartment free of infestations such as roaches, other pests, rodents, etc. In case of refusal or neglect by a resident to satisfy this obligation and/or such conditions cause this apartment to become a breeding area for continuing and/or escalating infestations, then, any and all appropriate action will be instituted by the Corporation as soon as possible to cure these problems. The resident shall be personally responsible for any and all cleaning, restoration, legal or other costs resulting from such problems.
- 4.24 Windows may not be disassembled, altered or defaced in any manner whatsoever. Any and all damage resulting from misuse of windows shall be the personal responsibility of the resident.
- 4.25 Waterbeds or water filled items, such as fish tanks, are strictly prohibited to use in apartment units.
- 4.26 All forms of fireworks are strictly prohibited on the property.
- 4.27 There shall be no public auction or sale in any apartment or on the property grounds without the consent of the Board.
- 4.28 Residents using wagons, carriages, strollers, bicycles, etc. must use the basement entrance. Bulk deliveries are to be made via the basement entrance.
- 4.29 No pigeons or other birds or animals shall be fed from the window sills, fire escapes, courtyard spaces or other public portions of the building, or on the sidewalks or streets adjacent to the buildings.
- 4.30 No apartment or parking space is to be used for any commercial purposes unless so stipulated in the lease and approved by the Board.
- 4.31 No resident, member of his family, guest, or agent shall do or cause anything that will violate any law or increase the insurance rates of the Corporation.

5. PERMITTED CONDUCT

- 5.1 Suitable holiday decorations within a shareholder's apartment are permitted provided that they do not violate any applicable governmental regulations. Any and all damage resulting from such holiday decorations shall be the personal responsibility of the resident.
- 5.2 No parties are allowed in any unit. There is an activity room located in the basement of the building to be used for parties and get-togethers at a reasonable fee. Please contact the Management office for more details and booking.

6. LOCKS, KEYS AND ACCESS TO APARTMENTS BUILDING KEYS

- 6.1 A duplicable key to the building's main entrance and courtyard shall be issued to the shareholder/resident upon purchasing or subleasing a unit.
- 6.2 Additional sets of keys will be issued only at the discretion of the Board of Directors and upon reasonable conditions set by the Board.
- 6.3 If a key is lost or damaged, shareholders are entitled to receive a replacement gym key (for a \$25.00 charge) and entrance door key (for a \$20.00 charge). This charge will be billed on the following month's maintenance statement.
- 6.4 All keys are and will remain the property of the Corporation.
- 6.5 All keys issued with respect to any unit shall be turned over to the transfer agent no later than the closing of the transfer of the shares and lease appurtenant to such unit. **For each key not surrendered, the seller shall pay a fee of \$50.00 per key at the day of closing to the Corporation.**
- 6.6 Keys are not to be given or lent to any person not a shareholder, or legally residing with the shareholder, without the prior written consent of the Board.

7. APARTMENT DOOR KEYS

- 7.1 If the apartment door locks or keys are changed and/or the Property Manager does not have an access key, the Property Manager or his designee shall have the right to enter an apartment by breaking the locks and/or door if an emergency arises. Emergency conditions shall be determined at the reasonable discretion of the Property Manager. The resident shall reimburse the Corporation for all costs incurred for the restoration of damage caused by the emergency or the forced entry into the apartment. The top lock of the unit door is the resident's sole responsibility to replace while the bottom lock is the Cooperative's sole responsibility.
- 7.2 The agents of the Cooperative shall, upon reasonable notice, be allowed access to the apartments for the purpose of performing necessary repairs or inspections, provided that such access is during business hours between 9:00 AM and 5:00 P.M except in cases of emergency. If said inspection reveals the need for corrective measures, e.g., extermination, repairs, cleanup or removal of material and/or equipment due to a resident's conduct or negligence, then the cost incurred for carrying out such corrective measures shall be the resident's responsibility.

- 7.3 Any contractor or workman authorized by the Management company shall be allowed access to the apartments at any reasonable hour of the day for the purpose of inspecting such location to determine whether measures are necessary or recommended to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Cooperative takes measures to control or exterminate carpet beetles, lice, etc., the cost thereof shall be payable by the resident as an addition to the normal monthly charge at the first of the following month. Bedbug exterminations are the Cooperative's responsibility.

8. PETS

- 8.1 Under no circumstances are dogs permitted in the building (live-in or visiting). **Violations are subject to a fine of \$150.00 per occurrence for visiting dogs and/or \$150.00 per month until the matter is resolved for live-in dogs.** This fee will be imposed and concurrently added to your regular monthly charges. If said dog is not removed within two (2) months of the date the violation notice was issued, legal action will commence. In addition, if there are any damages to the property resulting from this violation, the shareholder/resident/guest will be responsible for any costs incurred by the cooperative to remedy the damages. **Please note that shareholders will be responsible for all legal fees incurred by the cooperative to resolve this matter.**

9. HOME PROTECTION

- 9.1 No burglar alarm or security system may be installed anywhere on the outside of any building or within any apartment without obtaining the prior written consent of the Board. All such alarms must be registered with the Management office.
- 9.2 All residents must have working smoke and carbon monoxide detectors installed and maintained in their apartments.
- 9.3 Double cylinder apartment door locks are a violation of NYC Department of Buildings regulations and are therefore prohibited.
- 9.4 Window gates requiring the use of a key to open are a violation of NYC Department of Buildings regulations and are therefore prohibited.
- 9.5 Residents and Shareholders are highly advised to purchase home insurance listing the Corporation and Management office as "Additional Insured" or "Additional Interest."
- 9.6 It is the resident's responsibility to keep the apartment free of bug infestation. As per NYC regulations, Management is only responsible to resolve bedbug infestations.

10. PROPERTY STAFF

- 10.1 This property is under the control of the Board of Directors.
- 10.2 The Board of Directors employs a Property Manager and authorizes him/her to direct and control the operation of the property. All activities at the property are directly supervised or overseen by the Property Manager.
- 10.3 All requests for service, maintenance, etc. shall be reported to the Management office.
- 10.4 Initial complaints regarding services, resolution of problems, etc. shall be directed to the Management office.

- 10.5 If your initial complaints are not cured by contacting Management, a formal complaint should be forwarded to the Board of Directors regarding such service or problem.
- 10.6 Commendations, acknowledgements, letters of appreciation, etc. for services or actions by property staff should be sent to the Management office with a copy to the Board of Directors.
- 10.7 The Cooperative's employees, are prohibited from performing private work for any shareholder or resident, whether on or off the property, during their regular working hours.
- 10.8 Residents may not interfere with the duties of the Property Manager or any property staff member nor shall any resident attempt to give orders to the Property Manager or any member of the property staff.

11. LAUNDRY MACHINES, DRYERS AND OTHER APPLIANCES

- 11.1 Clotheslines are not permitted on the property or laundry room. Clothing, blankets, etc. may not be hung in any common area of the development.
- 11.2 Washing machines and dryers are not permitted in any apartment or any other place within the property except those in the laundry room. Residents may use the available laundry facility only upon such days and during such hours as may be designated by the Board and as clearly posted.
- 11.3 Residents shall not allow their children to deface, destroy or otherwise damage any laundry room or any laundry room equipment. Children are not allowed to play, skate or loiter in any laundry room on the property. Residents shall be personally responsible for any and all damage caused by their children on the property.
- 11.4 Residents should be aware that if laundry is left unattended in the machines for an extended period of time after the cycle has ended, other users may remove said laundry and place it in the laundry cart. There is a limited number of machines for the total of units in the building.
- 11.5 The Board of Directors shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- 11.6 Dishwashers are not permitted to be installed in any of the apartments.

12. CHARGES, PENALTIES AND FEES

- 12.1 In the event that maintenance charges, rents, assessments or other fees due and owing to the Cooperative are not paid within the first ten (10) days of the month they are due, the following late charge schedule will be implemented:
- \$20.00 for the first month
 - \$50.00 for the second month and each month thereafter
- 12.1.a If the outstanding balance has not been satisfied by the third late month, legal action will commence.
- 12.2 A fee of \$35.00 will be charged for each returned or cancelled check.

- 12.3 In the event that a resident violates certain Rules and/or Regulations of the Corporation, appropriate penalties may be imposed to defray or help defray any and all costs incurred by the Cooperative for restoration, determination, investigation, follow up and/or cure of violations.
- 12.4 In the event that a tenant/shareholder needs certain services in his/her apartment that are not normally covered by the Cooperative, Management can be available to refer professionals that can assist with services needed.
- 12.5 The current schedule of charges, penalties and fees shall be posted in the Property Manager's Office and the Board of Directors Operations Center.

13. MOVING IN AND/OR MOVING OUT

- 13.1 Residents moving in and/or moving out of any apartment within the Cooperative must inform the Management office and/or the Superintendent no less than seventy-two (72) hours prior to moving. Such moving in and/or moving out of any apartment must occur between the hours of 9:00 A.M. and 5:00 P.M., from Monday through Friday. No move-in/out is permitted on weekends.
- 13.2 A deposit/fee of \$500.00 in the form of a check or money order made payable to Kew Manor Owners Corp. must be submitted prior to the move. Upon inspection of the common areas after the move-in/out, if it has been determined no damages occurred during the move, you will be refunded \$250.00. Any damages caused to the premises will be deducted from the deposit.
- 13.3 Management shall not schedule an appointment for any move-in or move-out except upon the receipt of the appropriate form from the resident and a pre-inspection of the premises by the Superintendent or a member of the staff to establish the condition of the premises prior to the move.
- 13.4 No move-in/out is permitted through the main lobby/entrance of the building. Residents are strictly required to use the basement service entrance to move furniture, appliances, or other personal articles in or out of the building and do so only between the hours of 9:00 A.M. and 5:00 P.M., from Monday through Friday (excluding legal/federal holidays). No moving is permitted on weekends.
- 13.5 The elevator shall not be unreasonably delayed during the move-in/move-out process.
- 13.6 Should damage occur to any common area(s) from moving, the resident of the apartment will be personally liable to the Cooperative for the cost to repair such area(s).

14. HOUSE RULES

- 14.1 For purposes of these House Rules, the definition of resident shall include the sponsor, all tenants, shareholders, sub-lessees, and rent stabilized tenants, occupants, any family members and guests of the above while residing at or visiting the property.
- 14.2 The Board reserves the right to change, rescind or amend any rule or regulation and/or to make such other rules and/or regulations that are deemed necessary to provide for the safety, care, proper operation and maintenance and/or cleanliness of the property (as established in the proprietary lease).
- 14.3 Any consent or approval given under these House Rules by the Board of Directors shall be revocable at any time.

- 14.4 Consent or approval for a request may be granted to any tenant, shareholder or subtenant under extenuating circumstances. Such accommodation shall not set a precedent nor be construed as a revision of rules, regulations and/or policy of the Board.
- 14.5 A violation of these Rules and Regulations by a resident, his/her family, agents, employees, guests, etc. shall be considered a violation of the proprietary lease and the Lessee shall be subject to such further actions as promulgated by the Board, including, but not limited to, additional charges and/or the termination of proprietary lease.
- 14.6 The House Rules and Regulations of the Corporation shall follow the foregoing format. Each issue and page shall be numbered and dated, thus, as revisions occur in the future, individual pages or, if necessary, the whole issue may be replaced as needed. In addition, the document cover shall list the page numbers that comprise this document.
- 14.7 The most recent issue and/ or pages approved by the Board of Directors shall be deemed the Current Edition of the House Rules in effect at the property.
- 14.8 The Current Edition of the Rules and Regulations of the Cooperative shall supersede and survive any and all previously promulgated House Rules and Regulations for this property.
- 14.9 These Rules apply to all residents of Kew Manor Owners Corp, except where any contrary provisions of law apply, such as rent stabilization or rent control laws.

PLEASE SIGN, DATE, NOTARIZE, AND RETURN WITH YOUR APPLICATION.

I have read and accept the House Rules.

Signature

Signature

State of _____)
County of _____)

Sworn to before me this _____ day
of _____ 20____.

Notary Public

**KEW MANOR OWNERS CORP.
131-11 KEW GARDENS RD.
RICHMOND HILL, NY 11418**

Monday, August 21st, 2017

REVISION OF THE HOUSE RULES:

The Board of Directors has voted to revise the Alteration, Repairs and/or Changes to Interiors of Apartments House Rule section 2.3 as follows:

*“2.3 Shareholders are required to submit a refundable renovation/alteration deposit of \$700.00 for alterations that do not require a licensed contractor (aesthetic work only). For renovations requiring a licensed contractor, a \$1,000.00 security deposit **and a completed alteration agreement** must be submitted along with a certificate of insurance listing the Corporation and Management office as additional insured. The deposit will be refunded after the work has been completed and an inspection has been performed to confirm that no damage occurred. **An alteration agreement may be obtained from the Managing Agent.**”*

Revisions are in bold and underlined. Please attach this revision to your current copy of the House Rules.