

# House Rules

Revised And Implemented As of April 2006

*The following are revisions and additions to the House Rules as contained in pages 41 - 43 of the Proprietary Lease of the Valley Park Estates Cooperative Corporation. In the event of any discrepancies these rules will apply.*

*(1) No one is permitted to loiter in the public halls or stairways. Children shall not be permitted to play or loiter in the front, side, rear or courtyards of the Cooperative buildings, unless accompanied by an adult at all times. Furthermore, no ball playing of any type shall be permitted on the grounds of the Cooperative.*

*(2) No Lessee shall make or permit any excessive noise in the buildings or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of others. No Lessee shall play upon any musical instrument or permit to be operated a stereo or a radio or television or loudspeaker if the same shall disturb or annoy other occupants of the building.*

*(3) Construction, repair work, alterations, any type of installations or furniture or appliance delivery shall be conducted on weekdays and Saturdays (not including legal holidays) between the hours of 8:00 A.M. and 5:00 P.M. Further: Lessee must obtain prior approval from the Lessor for any type of renovation, alteration, furniture or appliance delivery, or any type of installations performed by anyone other than the Lessee. Should a Contractor be used to perform any type of renovation, the Lessee must obtain an Alteration Agreement from the Manager's office and submit the following to the Manager's office **prior** to the commencement:*

*(1) Copy of the Contractor's Home Improvement License.*

*(2) Certificate of liability insurance as follows.*

*I. Listing Valley Park Estates as Additional Insured.*

*II. Minimum 1 Million Dollars liability coverage.*

*III. Workmen's Comprehension coverage*

*(3) Copy of proposed work*

*(4) All construction debris must be removed from the property by the contractor performing work.*

*(5) A damage deposit of \$500.*

*Failure to comply will result in an automatic house rule violation fine of \$500.*

*(4) Nothing shall be hung or shaken from the building front entrance door, windows or roofs or placed upon the windowsills, terraces, or ledges of the buildings.*

- (5) *No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the Managing Agent, nor shall anything be projected out of any window of the building, except through the wall sleeves provided therefore.*
- (6) *No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window, any part of the Building, grounds, or curbs of the property.*
- (7) *No shopping carts, mopeds, motorcycles, bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in public passageways, parking lots, sidewalks, walkways, or the courtyards of the building/s.*
- (8) *Garbage and refuse from the apartments is to be taken to designated areas and shall be disposed of only in such manner as the Managing Agent may direct.*
- (9) *No Lessee shall send any employee of the Lessor out of the Buildings on any private business of a Lessee.*
- (10) *No dog, bird, reptile or any other animal shall be kept or harbored in the Building, except in compliance with all applicable municipal regulations. No dog or other animals shall be permitted on the common area except on the sidewalks and walkways while on a leash and proceeding to and from the street. At no time shall any pet be permitted neither to urinate nor defecate on the sidewalk, walkways, parking lots or grass areas. All animal waste is to be disposed of in accordance with municipal regulations. Violations of the above shall subject the Lessee to an assessment of \$200 to be imposed as additional rent. Subsequent violations shall carry an assessment of \$300 to be imposed as additional rent and notification to the local municipality of the violation. Continued violations may result in the termination of the Proprietary Lease.*
- (10a) No more than one dog with a weight limitation of 35 lbs. or one cat per household will be permitted.**
- (10b) *No shareholder, subtenant of any shareholder or guest shall be permitted to house either permanently or temporarily within any home, or garage, or within the grounds of The Cooperative, any breed of dog classified or commonly identified as a "Pit Bull" or a "Rottweiler". In the best interests of the Cooperative Community at large, no such animals shall be permitted upon the grounds of The Cooperative at any time, or for any purpose whatsoever.*
- (11) *No satellite dish shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor, signed Indemnification form and non-refundable application fee. Upon approval, only one dish will be permitted. No radio or television aerial shall be install without the prior written approval of the Lessor.*

*(12) No vehicle belonging or in the care of a Lessee, family member, guest, subtenant, licensee or employee of a Lessee shall park for any period of time, for any reason in any space or spot or area on the cooperative grounds not assigned to the Lessee or in such manner as to impede or prevent ready access to any entrance of the Building. Violation will be subject to towing and/or fines as outlined.*

*(13) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale, tag sale, garage sale or yard sale be held in any apartment, or the common areas.*

*(14) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee 10 days after notice in writing from the Lessor or the Managing Agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee. Bed sheets, towels, and blankets are not to be used as window treatments at any time.*

*(15) Complaints regarding the service of the Building shall be made in writing to the Managing Agent of the Lessor.*

*(16) These House Rules may be added to, amended or repealed at any time by the Board of Directors of the Lessor. Any consent or approval given under these House Rules by the Lessor shall be revocable at anytime for any or no reason.*

*(17) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable 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, the cost thereof shall be payable by the Lessee, as additional rent.*

*(18) Neither the Lessee nor any member of Lessee's family or guest shall be permitted to leave any personal belongings on (but not limited to) lawns, walks, driveways, public hallways, landings, stoops, passages, basement/s, attics, or meter rooms. Items left or stored in violation will be immediately discarded without notice and a charge for the removal of such item/s will be assessed against the shareholder.*

*(19) The Lessee shall not be permitted to store or use a waterbed in the Lessee's Apartment.*

*(20) No clothes washers or clothes dryers may be stored, maintained, kept, installed, or operated within the unit without the prior written approval of the Lessor or its Managing Agent. Installation must be in an approved manner as determined by the Managing Agent.*

**(21)** No Lessee shall allow his/her apartment to be occupied in violation of the Housing and Rehabilitation Code of the Town of Hempstead as to the number. The number of occupants allowable based upon the apartment area. (150 sq. ft. for the first occupant and an additional 100 sq. ft. For each additional occupant. 1 bedroom-3 people; 2 bedroom-4 people.

**(22)** *Maintenance payments must be received no later than 3 p.m. on the seventh (7th) day of each month.* Should the seventh day fall on a weekend or holiday, payment must be received no later than 3 P.M. the prior business day. Late fees will be assessed as additional rent to any Lessee whose maintenance is not received as outlined: Payments received after 3 P.M. on the seventh (7th) of the month will incur a late charge of \$40. Payments received after 3 P.M. on the fifteenth (15th) of the month will incur an additional \$20 . Payments received after 3 P.M. on the twentieth (20th) of the month will incur and additional \$20. Additionally, open balances greater than \$100 are subject to late fees.

**(21a)** A \$50. Charge will be added to any account whose check is returned by their bank, for any reason.

**(23)** Shareholders shall be held fully responsible for the actions of their subtenant, guests, servants, employees and family members.

**(24)** Shareholder that wish to sublease their unit must comply with following:

- I. Shareholder must have occupied apartment at least 18 months before applying for a subleasing application.
- II. Prospective tenant(s) are subject to approval of Admission Committee, completed application and all applicable fees.
- III. Yearly approval to renew tenancy must be obtained from the Manager's Office.
- IV. Only those approved by the Admission Committee may occupy the apartment through out the term.
- V. The Board of Directors reserves the right to revoke or withdraw any approval given.
- VI. No subtenants will be permitted to harbor or keep a dog.

**(24a)** Any shareholder of record who does not reside in his/her apartment will incur a monthly sublet surcharge fee of \$25. Although apartment may be vacant this will apply until such time the Lessee actually occupies or sells the apartment.

**(24b)** A fee of \$500.00 per month will be charged as additional rent to any Lessee who sublets their apartment without prior Board of Directors approval. In addition, the Lessee will automatically be referred to Legal counsel for legal action in terminating the Proprietary Lease. Furthermore: the Lessee will be subject to all Legal fees incurred by the Cooperative.

**(25)** Infraction of any of the Valley Park Estate House Rules, (1st occurrence) will be subject to fines of not less than \$150 and infraction of the same violation (2nd occurrence) will be subject to fines of not less than \$250. Continued non-compliance will result in legal action to ensure compliance and/or may result in the termination the Proprietary Lease. All fees incurred will be at the cost of the shareholder. All fines will be charged as additional rent.

*(26) Apartment Insurance must be maintained at all times by Lessee. Policy minimum requirement is \$100,000.00 liability. Valley Park Estates Owners' Corp. shall be named as additional interested party with a 30-day cancellation notification. Current Certificate of insurance must be submitted to the Manager's Office.*

*(26) Second floor units must cover the entire (100%) floor areas (excluding bathroom, foyer, kitchen and dining area) of the apartment unit with carpeting and a minimum of 3/4 inch thick padding underneath. Failure to will result in automatic house rule violation fine of \$100 per month until such time the violation has been cured. .*

*(28) Any shareholder who has been referred to legal counsel as a result of delinquency of their Maintenance obligation and/or have caused an infraction of the house rules or violation of the terms of their Proprietary Lease whereas the Cooperative has incurred legal charges, said charges and an Administrative Surcharge shall be assessed to the shareholder as additional rent as follows:*

- I. Legal fees incurred up to \$150 shall incur an Administrative Surcharge of \$50.*
- II. Legal fees incurred up to \$400 shall incur an Administrative Surcharge of \$ 100.*
- III. Legal fees incurred greater than \$400, shall incur an Administrative Surcharge of \$150.*

*(29) By the order of Department of Health, smoking in any public area of the building is prohibited at all times.*

*(30) The Lessee must notify the managing agent 48 hours prior to conducting a move in or out. Moving in or out or otherwise the moving of furniture will only be permitted during the following times: Monday- Saturday between the hours of 9:00 AM – 5:00PM and Sunday and Holidays 10:00AM-4:00PM.*

*(31) Under no circumstances are cars, vans, motorcycles, or trucks permitted on the grass or sidewalk areas. Failure to adhere will cause an automatic fine as outlined.*

*(32) Feeding of stray animals (including but not limited to) cats, squirrels or pigeons shall NOT be permitted from the windowsills or on the grounds of the Cooperative Corporation.*

*(33) Use of the storage lockers shall only be permitted during the hours of 8AM – 9PM. Under no circumstances shall a vehicle permitted on the grass areas to load or unload belongings to or from the storage room lockers. Failure to abide will result in the termination of the rental agreement*