



# **Kings Wood Owners' Corp.**

## **“HOUSE RULES AND REGULATIONS”**

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RULES AND REGULATIONS OF KINGS WOOD OWNERS' CORPORATION

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## 1.00 USE OF PREMISES

- 1.01 Units may not be occupied or used for any purpose other than as a private dwelling for the approved shareholder(s) and/or approved subtenant without the written consent of the Board. Guests occupying the unit for more than one month must be approved by the Board in writing. No guests may occupy the apartment unless the approved adult resident(s) are in occupancy or unless approved to in writing by the Board. If the unit is occupied by unapproved resident(s), then the shareholder(s) will be fined \$100 per person per day. In addition the shareholder(s) may be held in default of their proprietary lease. All legal fees incurred as a result of an illegal occupancy will be billed to the shareholder(s).
- 1.02 Residents must comply with 19NYCRR 1226 - Property Maintenance Code of New York State ( PMCNYS) including all sections relating to occupancy limitations as presently codified or as amended in the future. The NEW YORK STATE DEPARTMENT OF STATE, Division of Code Enforcement and Administration standards are as follows:
- “Determining compliance with occupancy limitations is a two-step process: First, determine the minimum square footage required per person for bedrooms as specified in PMCNYS section 404.4.1, which requires that every bedroom occupied by one person shall contain 70 square feet, and **if occupied by more than one person, shall contain 50 square feet for each occupant.** Keep in mind that the smallest bedroom allowed for one person (70 sq.ft) is barely enough space for a regular-sized bed and dresser. Second, consult Table 404.5 to determine the total number of persons that can be accommodated with the space available in living rooms, dining rooms, and kitchens. When there is a conflict between these two categories, the lower number of occupants governs.”

## 2.00 SUBLETTING

- 2.01 There shall be no subletting of apartments without the proper written consent of the Board of Directors.
- 2.02 If a unit is sublet without board consent, then the shareholder will be fined at a rate twice the amount of the annual rental fee and in addition may be held in default of their proprietary lease. All legal fees incurred as a result of an illegal sublet will be billed to the shareholder.
- 2.03 All requests for subletting shall be in writing on prescribed forms and shall be submitted to the Property Manager for processing. Requests for subletting must include: 1) payment of Rental Waiting List fee; 2) authorization and payment for an application fee and credit report fee for each unit occupant, 3) payment of the annual rental fee, 4) submittal of proof of renter’s insurance, 5) payment of inspection fee.
- 2.04 Requests for subletting shall be evaluated by the Board of Directors on a case by case basis, subject to approval in writing. No subletting shall be permitted by new shareholders unless the subject unit has first been owner-occupied for a period of not less than two (2) years.
- 2.05 Sublease agreements shall be for a period of one (1) year only with consent of the Board of Directors. After the first year, sublets can be renewed by submitting a copy of the new executed sublease agreement and inspection of the unit performed by the Property Manager and/or Superintendent and payment of the inspection fee. The Board of Directors has the right not to renew the sublease at its sole discretion.

- 2.06 If hardship or extenuating circumstances are shown, the Board of Directors may permit a sublet to terms other than described in Rule 2.10.
- 2.07 The apartment to be sublet or sublet renewals will be subject to inspection and any violation corrected prior to final approval by the Board of Directors.
- 2.08 Sublessees shall be bound by these “House Rules”. Sublessors are responsible to the Owners’ Corporation for compliance with these Rules and Regulations. Sublessees may not prevent nor impede the Sublessors from fulfilling their obligations to the Owners’ Corporation.
- 2.09 Effective 1/1/14 New Subtenants: No Smoking inside the apartment nor anywhere on the Kings Wood property unless authorized by the Board of Directors in writing.
- 2.10 Exclusive of “unsold shares” (any units owned by the Corporation) as defined in the Prospectus, no more than 10% of the total of owned units may be rented at any one time. The property manager shall maintain a waiting list of qualifying shareholders who want to sublet their units, in order by date of first request at a fee per year. Shareholders whose name(s) appear on the waiting list will be considered for subletting on a first-come-first served basis. Once reached on the waiting list, a shareholder will have ten (10) calendar days to notify the Property Office of their intent to rent or not. After the expiration of the 10 days if a shareholder intends to rent, a shareholder will have thirty calendar days to submit a complete rental application and credit reports along with the annual rental fee. If the required materials are not supplied within thirty (30) days, or a shareholder is not ready to rent, then their name(s) will be placed at the bottom of the waiting list. A copy of the current waiting list will be available for shareholder inspection in the Corporation’s office during the Property Manager’s normal office hours.
- 2.11 A move-in/move-out fee, payable by the sublessee (renter) is required in addition to the application fee. If the rental application is not approved the application fee is not refundable.
- 2.12 All shareholders claiming a significant other or other family member living in the apartment must sign an “Affidavit of Kinship”.



### 3.00 ALTERATIONS, REPAIRS AND/OR CHANGES TO INTERIORS OF APARTMENTS

- 3.01 No work may commence upon any proposed alteration, repair and/or changes of any kind, whatsoever, without the prior written consent of the Board of Directors. Any work commenced without written approval will subject the Owner to a fee; and the Board has the right to inspect and require complete restoration to its original condition.
- 3.02 Written requests for consent of such work may be looked upon favorably by the Board of Directors if they meet all of the following criteria:
- a) A complete written description of the specific alteration, repair and/or change must be submitted in duplicate to the Property Manager for processing.

Attached to such requests must be plans and specifications prepared in duplicate detailing the proposed work and showing the exact dimensions, materials, and location of the proposed installation/renovation within the apartment.

All Contractors must submit copies of their Suffolk County License and Liability Insurance Certificate naming Kings Wood Owners' Corp. its Board of Directors and trustees, and employees as an additional insured prior to starting work and approval from the Board of Directors.

NOTE: The Board reserves the right to request a structural engineer and all Town Permits as recommended by engineer and/or Town ordinances.

- b) Any proposed alteration, repair and/or change (including plumbing and electrical) shall strictly conform to all rules and regulations of all governmental authorities having jurisdiction thereof as well as the N.Y. Board of Fire Underwriters. All such work shall be done in a professional-like manner and shall use only Board approved materials, workmanship and procedures.
- c) Any such work may not result in any increase in insurance premiums to the Owners' Corporation whatsoever.
- d) All work may only be performed between the hours of 8:00 a.m. to 6:00 p.m. on weekdays and it shall be restricted to the hours of 10:00 a.m. to 6:00 p.m. on weekends.
- e) Shareholder is responsible for removal of appliances, carpet, furniture, etc. from the property and shall remove all of the above and debris at his/her expense immediately. This violation will result in a fee.
- f) Any shareholder conducting such work shall be responsible for any and all damage to individual apartment(s) and/or common elements of the property. Additionally, the Lessee shall sign an Indemnification Agreement prior to starting work.
- g) Shareholder is responsible to assure that all workers **DO NOT SMOKE ON THE PROPERTY.**
- h) If the Board deems it necessary, shareholder may be required at his/her expense to purchase appropriate insurance and/or post a bond pending completion of work and inspection by the Board or Property Manager. In addition, inspections may be required before and during the work.
- i) Any and all expense incurred by the Board as a result of such work shall be reimbursed by the shareholder.
- j) Shareholders may be required to meet other criteria for such work as the Board shall from time to time promulgate.
- k) When renovating bathroom or kitchen, a "Tile Stop Valve" water isolation valve must be installed in the apartment  equivalent "Gerber" or "Central Brass" and "Air Arester"  installed with new plumbing.

3.03 The Board of Directors reserves the right to issue a "Stop Work Order" until inspection of the work has been done to the satisfaction of the Board.

#### 4.00 PROHIBITIONS ON CHANGES TO COMMON AREAS OUTSIDE OF APARTMENTS

- 4.01 No alteration, repair and/or change to common elements and/or all areas outside of the apartments shall be permitted except at the direction of the Board of Directors. This rule includes, but shall not be limited to the following:
- a) No fence or handrail may be erected nor removed.
  - b) No shrubbery, tree, plant, etc. may be relocated nor removed. Shrubby, trees, plants, etc. added to property must conform to the existing landscaping.
  - 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.
  - d) No awnings or any similar device shall be attached, hung or erected on the terraces and/or upon any portion of the cooperative development whatsoever.
  - e) No indoor/outdoor carpeting shall be installed anywhere on the terraces and/or common areas.
  - f) No window installation of air conditioners shall be permitted. All installations of air conditioners shall be through the wall, in an appropriate size sleeve for the size of the unit, after obtaining the written consent of the Board of Directors. All air conditioners must not be larger than approx. 18"X 24".

#### 5.00 PROHIBITED CONDUCT AND NUISANCES Amended 2/1/2020

- 5.01 a) No resident shall make nor allow any disturbing noises or 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.
- b) Cooking: If a resident and/or guest(s) cooking odors create any disturbing smells in any apartment and/or in any other part of the cooperative development and interferes with the rights, comforts or convenience of the other residents in the community, they will be required to purchase and continually use a HEPA Air Purifier with a carbon filter, suitable for the apartment's square footage. Specifications must be submitted to the KW office prior to its purchase for approval by the Board of Directors.

Violations will be subject to a violation fee.

- c) Smoking: Kings Wood is a Smoke-Free Property Effective February 1, 2020, smoking is prohibited on Kings Wood's property. Smoking shall include vaping, burning, carrying, inhaling, puffing, blowing smoke or otherwise handling or controlling any lit of smoldering product containing tobacco, marijuana, cloves, oils or powders.

This prohibition shall apply to shareholders, residents, tenant or guest everywhere on the Kings Wood's property, including but not limited to apartments, offices terraces, stairways, hallways, basements, landing areas, crawl spaces, parking lots and landscaped access.

Violations will be subject to violation fee (see House Rules Section 18 (20)).

- 5.02 No residents 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 p.m. and 8 a.m.
- 5.03 No resident shall practice nor permit vocal or instrumental music to be studied or played for more than 2 hours per day and only between the hours of 10 a.m. and 8 p.m. Practice or playing of bands is strictly prohibited. For this rule, a band shall be defined as a grouping of two or more instruments.
- 5.04 The public vestibules of the cooperative development are for ingress or egress from the apartments. They shall not be used for any other purpose, ie., storage of lawn chairs, shovels, toys, etc.
- 5.05 Bathtubs, sinks, toilets, plumbing fixtures and other water devices in the cooperative development shall not be used for any purposes other than those for which they were constructed. 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 such misuse shall be paid for by the shareholder in whose apartment it shall have been caused.
- 5.06 Residents' property, including but not limited to bicycles, wading pools, carriages, scooters, wagons, balls, toys, etc. shall not be left outside of any apartment overnight. Violation of this rule will result in removal of the offending item(s) by the Owners Corporation; and said items can be picked up at the Kings Wood office.
- 5.07 **STORAGE:** In the interest of safety to all occupants and their stored belongings, we must set forth the following requirements:

Shareholders wishing to store items in ANY basement must sign and notarize "Shareholder Indemnification and Hold Harmless Agreement for Storage of Personal Items" – copy on-line and office. **Items found in the basement without an executed Hold Harmless Agreement on file may be disposed of without notice.**

Storage for Personal Property accessibility between 9:00 a.m. through 9:00 p.m. only:  
The Owners Corporation is not responsible for damages or theft of personal property stored anywhere on the Kings Wood property. **You are storing items at your own risk and you are responsible for any damaged caused by your stored items.**

Storage of items kept for future use, not for items used on a frequent basis (except bicycles). If you find yourself having to visit this area on a weekly basis, you must find an alternative home for your items (your apartment or outside storage facility).

- No trade tools or supplies for commercial business use is permitted anywhere in any basement.
- No hazardous, toxic, flammable materials, including but not limited to ie: motorized vehicles, tires, fertilizers, chemicals, etc. are permitted anywhere in any basement.
- Items must be neatly placed and labeled with the resident's last name and apartment number. Due to limited space, storage of large items is available on a first-come-first-served basis

**Small Items:** All small items must be placed in plastic bins or closets (NOT trash bags NOR cardboard boxes) and labeled correctly as said above. Each apartment is allowed a maximum of 5 bins and 1 closet not exceed 36"W x 78"H x 24"D. **No loose items are allowed.** Items must be against the wall, but must not block doors, meters, phone switchboards, and water mains in all basements including building 132.

**Large Items:** Including but not limited to ie: NO MATTRESSES, CARDBOARD, COUCHES, FURNITURE, APPLIANCES are permitted in any basements including building 132.

All questions should be referred to the Property Manager.

Items which are stored in violation of this rule will result in one (1) warning letter which provides a 10-day period in which the resident must comply. If the resident does not comply, Kings Wood Owners Corp. may dispose of the items. Storage room accessibility is between 9:00 am through 9:00 pm and keep noise to a minimum, so as not to disturb the building tenants, and remember to close all lights and doors when leaving the basement!

- 5.08 Residents and their guests shall exercise the control necessary over their children to prevent play which is considered dangerous such as playing in driveway or parking lot, or is objectionable to the residents of the community. In addition, residents shall insure that guests and their children do not violate the rules and regulations of the Owners Corporation.
- 5.09 All garbage is to be placed in bags, wrapped neatly and securely and put into the dumpsters. Cartons must be broken down prior to being placed inside the dumpsters. Any large items (ie. mattresses, furniture, appliances, carpet, etc.) will require arrangements to be made by its owner to be removed off the Property.
- 5.10 Waterbeds or water filled furniture of any type is strictly prohibited on the property.
- 5.11 All forms of fireworks are strictly prohibited on the property.
- 5.12 There shall be no public auction for sale in any apartment nor the property grounds without the prior written consent of the Board of Directors.
- 5.13 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 Owners Corporation.
- 5.14 There shall be no ball playing of any kind on the front lawns or parking lot and driveway. Adults wishing to play ball with a small child may do so on the back lawns. Under no circumstance shall a hard/soft ball or bats be used. Any and all damage resulting from ball playing; shall be the personal responsibility of the host resident.
- 5.15 Residents shall not keep nor store hazardous or dangerous materials in the basement or apartment which may cause fire, explosion or other threats to the safety or well-being of other residents and/or the community.



5.16 Residents shall keep their apartment windows clean and use their best efforts to keep the vestibules clear of litter, dirt and debris. In addition, the interior of their apartments must be kept clean and free of infestations such as roaches, rodents, other pests, 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 continued and/or escalating infestations, then, any and all appropriate action will be instituted by the Owners 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.

Any damages occurred to the building structure and/or adjacent apartment(s) due to the neglect as described in 18 (a) of the Proprietary Lease will make the shareholder responsible for all expenses incurred to correct said damages.

5.17 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.

5.18 Flooring Specifications: Form Has Been Amended 6/1/19

Current & New Shareholders:

All Shareholders wishing to change existing carpeting and/or laminate flooring must obtain approval from the Board of Directors.

Request forms are available in the Property Office or on our website [kingswoodowners.com](http://kingswoodowners.com). Follow the Guidelines attached to the request form along with your details of the proposed material. This must be complete prior to installation.

FAILING TO OBTAIN PRIOR WRITTEN APPROVAL WILL RESULT IN A VIOLATION FEE

5.19 In the event that the shareholder or subtenant, his/her guests, agents, etc. destroy or damage any Corporation property, the resident shall be financially responsible to the Owners Corporation for the cost of repair or replacement for such damage. Such costs will be due in addition to the normal monthly fee at the first of the following month.

The shareholder will be responsible for the labor and material expense to replace any damaged apartment door/jamb/casing/saddle/peephole/ lock set due to damages and/or alterations by the shareholder, subtenant, his/her guests, agents, etc.

5.20 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 of Directors.

5.21 No graffiti, writing, signs, notices nor advertisements of any kind whatsoever shall be permitted on Corporation property, e.g., buildings, windows, etc., except as previously approved in writing by the Board of Directors.

5.22 All Corporation exterior or common property, e.g., buildings, outside walls, vestibules, outside doors, trim, handrails, etc. may not be painted by residents and shall remain the color authorized by the Board of Directors.

5.23 No apartment is to be used for any commercial purposes unless so approved by the Board of Directors.

5.24 No resident, member of his family, guest, or agent shall do or cause to do anything that will violate any law or increase the insurance rates of the Owners Corporation.

5.25 CHILDREN BEHAVIOR

- a) Children are not permitted in any gardens on KWOC property.
- b) Children are not to wander about the premises of KWOC without parental supervision.
- c) Children are not to throw or hit rocks on KWOC property.
- d) Children are not to play with hoses attached to the building water supply.
- e) Children are not permitted to play on any retaining walls.
- f) Children are not to climb wrought iron hand rails along walkways or climb trees.
- g) Parents are responsible for their children's behavior and violations of any rules. Parents may not give permission to their children to violate rules stipulated by the Board.
- h) Children may not ride bicycles, skateboards, scooters, etc. on walkways, lawns, or parking lots or landscaping walls.
- i) All sleigh riding on KWOC property is prohibited.
- J) Children are not permitted to play around cesspools adjacent to Building 138-4.
- k) Children's toys, bicycles, etc., must be taken into the basement at the end of the day.
- l) Children are not to bounce balls against building siding, brick or retaining walls..

Any violation of the above rules will result in a fee per occurrence.

5.26 No Smoking permitted in any common hallway, laundry room, or basement area. If you must smoke, we ask that you smoke outside in a well ventilated area so the hazardous smoke does not permeate other surrounding apartments.

5.27 BASEMENT CRAWL SPACE ACCESS

Should you require access into the crawl space during closed office hours (other than Monday – Friday, 8 am – 4 pm) you may request that the crawl space door be left unlocked. However, it is the resident's responsibility to supervise its contractor and make sure the crawl space is locked **immediately** after access by Verizon/Cablevision or contractor.

Prior to the Kings Wood office unlocking the crawl space, we require a \$75 deposit which will be refunded the next business day when you follow the above rule without incident. Should the Property Manager and/or the Superintendent find the crawl space lock left open, the \$75 will not be refunded.

## 6.00 PERMITTED CONDUCT

- 6.01 Suitable holiday decorations within a shareholder's apartment or balcony may be 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.
- 6.02 Use of small approved children's pools may be permitted with the prior written consent of the Board of Directors. Pool water must be emptied daily and the pool shall be removed from the outside portions of the property by 8:00 p.m. Any and all damage resulting from pools or use of pools shall be the personal responsibility of the resident.

## 7.00 BARBEQUING

- 7.01 Open fire barbecuing is not permitted on any terraces (balconies) or within 10 feet of combustible construction.

### **Fire Code of New York State:**

"Section 307.5 Open Flame Cooking Devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3.1m) of combustible construction."

"**Section 307.5.1 Liquefied-petroleum-gas-fueled cooking devices.** LP-gas burners having an LP-gas container with a water capacity greater than 2.5 pounds (1.14 kg) (nominal 1 pound (0.454 kg) LP-gas capacity) shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction."

"**Section 3805.3 Balconies.** LP-gas containers with a water capacity greater than 2.5 pounds (1.14 kg) shall not be stored on balconies. LP-gas burners having an LP-gas container with a water capacity greater than 2.5 pounds (1.14 kg) shall not be located on balconies or within 10 feet (3048 mm) of combustible construction."

### 7.02 Permitted Barbequing 10 Feet from Combustible Construction

- a) A barbecue location must be approved by the Board.
- b) Barbecues shall not be used in a manner that will create a fire hazard nor an odor, smoke nuisance or danger at the property.
- c) Barbecues shall be monitored from the time they are lighted until they are completely cool.
- d) All debris from barbecuing e.g., ashes, coals, etc. shall be safely, promptly and properly removed and prepared for disposal.
- e) Any and all damage resulting from barbecues or barbecuing shall be the personal responsibility of the resident.
- f) Open flame barbecues or fuel tanks may not be stored indoors nor kept in front of the apartment buildings at any time.

## 8.00 LOCKS, KEYS AND ACCESS TO APARTMENTS

- 8.01 Every resident is required to submit, to the property office, current keys to all locks leading to his/her apartment. Both keys must be keyed alike to the Kings Wood master key. Failure to comply will subject the Owner with a fee per month for non-compliance. Furthermore, if the Property Manager does not have an access key, the Property Manager or his/her designee shall have the right to enter an apartment or vestibule by breaking the locks and/or door if an emergency arises. Emergency conditions shall be determined at the discretion of the Property Manager. The resident shall pay the total cost of restoration for any damage incurred plus a minimum of 1 hours superintendent's time.
- 8.02 The agents of the Owners Corporation shall, upon reasonable notice, be allowed access to the apartment for the purpose of making needed repairs or inspections, provided that such access is during the normal working day (8:00 a.m. - 6:00 p.m.) except in cases of emergency. If said inspection reveals the need for corrective measures, e.g., repairs, cleanup or removal of material/equipment due to a resident's conduct or negligence, then the cost incurred for accomplishing such corrective measures shall be borne by the resident.
- 8.03 Any contractor or workman authorized by the Property Manager shall be allowed access to the apartments at any reasonable hour of the day for the purpose of inspecting such locations 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 pests. If the Lessor takes measures to control or exterminate carpet beetles, bedbugs, lice, etc., the cost thereof shall be payable by the resident, as an addition to the normal monthly fee at the first of the following month.
- 8.04 Residents who get locked out of their apartment and request help from the Property Manager or Superintendent during office hours will be charged \$35 after their 2<sup>nd</sup> incident. Resident who get locked out after office hours (Monday – Friday, 8 am – 4 pm) will be charged a minimum of \$210
- 8.05 Superintendent Work Orders during office hours: Refrain from asking Superintendent directly for repairs; kindly contact the Kings Wood office so a work order can be created and repairs monitored.

### 8.06 **Superintendent Emergency Calls**

Superintendent Emergency Calls after office hours/holidays: Phone calls other than true emergencies that are the Co-op's responsibility (ie. plumbing leak within the wall, no hot water and/or heat, etc.) should be held until the next business day (Monday – Friday, 8 am – 4 pm). Repairs made after these hours will be charged a minimum of \$360.

**For Fire, Gas ,Theft or Suspicious Activities, Call 911 and then report the incident to the Kings Wood Superintendent at (631) 741-5023.**

## 9.00 ANIMALS

9.01 The Property Manager must be informed of any **visiting** animals and their length of visit. Any visit longer than 3 days must receive written approval from the Board of Directors through the KW office.

9.02 No animals allowed unless authorized by the Board of Directors and as required under State and Federal Law. If an animal is approved, resident(s) must abide by the following regulations.

- a) Indoor animals only.
- b) If there are any complaints from residents in your building the animal will have to be removed.
- c) If there is any noise coming from your apartment as a result of your animal you may be asked to sound proof your apartment at your expense by a licensed & insured professional.
- d) Shareholders, tenants or residents are required to purchase and operate a HEPA Filter 24/7 based on apartment square footage to protect neighbors from animal odors/dander. A copy of the filter's invoice and specifications must be submitted to the KW office. Inspection by Superintendent and/or Management of the HEPA filter may be conducted at random.
- e) No animal items can be stored in the hallway or basement storage areas.
- f) Should you move out of the apartment, the animal must also move out with you.
- g) Any animal that is properly registered, must be licensed and vaccinated as may be required by New York State, Suffolk County or the Town of Smithtown laws, regulations or ordinances and proof must be submitted to the KW office every year.
- h) Dogs must be walked in the center median only and must be leashed at all times when in common areas. The animal's owner must "curb" their animal by picking up their droppings by bagging and sealing them and disposing them in the community dumpster. Cats must remain indoors and owners must dispose of their cat's litter in a sealed bag in the community dumpster.
- i) Residents housing an animal MUST wipe down all laundry machines used on the Kings Wood property with bleach free Disinfecting wipes in order to protect other residents from animal dander in order to avoid creating or exacerbating allergies in other residents.
- j) Periodically submit a letter from your licensed health care provider confirming your continued need for an animal in response to requests made by the Board of Directors.
- k) Animal must be secured or taken off premise during any work by Kings Wood staff or outside contractors. Kings Wood is not responsible if animal escapes the apartment by any means of egress.
- l) Upon the loss or demise of any approved animal, a new request must be submitted to the Board of Directors, if the shareholder, tenant, or resident that kept the animal wants to house a replacement animal.
- m) Any violations of the above are subject to violation fee up to \$250, per violation.

9.03 **Visiting** animals shall not create a nuisance including, but not limited to, abnormal or unreasonable noise, crying, scratching or unhygienic offensiveness. Should such nuisance occur, the animal shall be permanently removed from the property upon three (3) days written notice from the Board.

9.04 **Visiting** animals may not be left on the balconies unattended. Balcony doors may not be kept opened to allow for animals access from the balconies.

**Visiting** animal's owners are fully responsible for personal injuries and/or property damage caused by their animals. Any animal that is properly registered, must be licensed and/or vaccinated as may be required by New York State, Suffolk County or the Town of Smithtown and must be walked in the center median only and must be leashed at all times when in common areas. The animal's owner must "curb" their animal by picking up their droppings by bagging them and disposing them in the community dumpster.

9.05 After Board Approval, residents with visiting animals **MUST** wipe down all laundry machines used on the Kings Wood property with bleach free Disinfecting wipes in order to protect other residents from animal dander in order to avoid creating or exacerbating allergies in other residents.

9.06 The Board has the right to impose a Special Assessment to provide clean-up.

9.07 Housing of an unregistered animal shall constitute a violation of these House Rules and will be considered a breach of the Proprietary Lease, which may subject the shareholder of the respective unit to a fee and/or cancellation of the applicable Proprietary Lease.

9.08 No pigeons, other birds or any unregistered animals shall be fed anywhere within the development including at or from the sidewalks adjacent to the property. Bird feeders are strictly prohibited on the property.

#### 10.00 VEHICLES (PERSONAL AND/OR COMMERCIAL)

10.01 No vehicle is permitted anywhere on the property except in driveways and/or parking areas.

10.02 All such resident personal vehicles which may be allowed to enter or park on the property must have affixed to their windows, a current approved Owners Corporation Parking sticker. Tenant shareholders may obtain a property parking sticker after registering their vehicle with the Property Manager.

10.03 Any and all vehicles permitted anywhere on the property must not be in violation of any governmental rules, regulations, etc. whatsoever. All such vehicles shall properly display valid legal registrations, permits, etc.

10.04 Any vehicles which may not have and/or not require registration nor permit, etc., for example, snowmobiles, lawn tractors, boats, motorized bikes, and scooters, etc. are strictly forbidden on the property.

10.05 No vehicle may park anywhere on the property in any manner as to impede or prevent ready access to the driveways, garbage storage areas, dumpsters, fire lanes, etc.

10.06 No vehicles may park, stand, enter upon, cross nor drive through any lawns, walkways, courts, yards, sidewalks, etc.

10.07 No vehicle may exceed the speed of 10 MPH on the property and no one shall race a motor unnecessarily nor objectionably.

- 10.08 Driveways and parking areas may not be used as play areas for any vehicles whatsoever. This rule includes racing, practice driving or the gathering of any vehicles for any purpose other than to access to parking areas on the property.
- 10.09 There shall be no dead storage of vehicles on the property. Vehicles may not be parked nor left in a state that renders them inoperable.
- 10.10 There shall be no extensive repairing, building, etc. of vehicles in parking areas on the property.
- 10.11 There shall be no parking of any commercial vehicles, including but not limited to step vans and vehicles with more than 2 axles which are owned by residents or their employers anywhere on the property.
- 10.12 No one may store any types of flammable, explosive or otherwise hazardous materials or chemicals in any vehicle on the property.
- 10.13 Residents may park no more than two vehicles per unit, and said vehicles must be registered to shareholder in occupancy.

Residents are assigned one reserved parking space per unit. Residents are not permitted to park in another reserved parking space without the written permission of the shareholder assigned to that space. Notarized written permission must be provided to the Property Manager.

Additional vehicles (more than 2) must be registered with the Kings Wood office and approved by the Board of Directors in writing. Each vehicle will be charged \$20/month."

- 10.14 Commercial, special work or construction type vehicles engaged in activities for the development shall be supervised by the Property Manager.
- 10.15 Any new or current resident moving personal property into or from the development must notify the Property Manager at least one week in advance of the date and the approximate time that such move will be made. No commercial and/or private vehicle may enter the property for such moves unless Management has been so notified and the resident has obtained the prior written consent of the Property Manager.
- 10.16 Vehicles which violate any of the provisions of this section of the Rules and Regulations may be towed away at the vehicle owner's sole expense. In addition, it should be noted that the strongest possible police and legal action will be brought to bear against any resident, vehicle, owner/operator, etc. that violates this section.
- 10.17 Any and all damage resulting from use or misuse of vehicles and/or violation of these Rules shall be the personal responsibility of the resident and/or the vehicle owner.
- 10.18 Residents are responsible for informing their visitors about parking in visitor parking spots. Residents are also responsible for their visitors' parking violations.

11.00 HOME PROTECTION

11.01 No alarm nor alarm system may be installed anywhere on the outside of any building or within any apartment without obtaining the prior written consent of the Board of Directors. All such alarms must be registered with the Property Manager.

11.02 Insurance:

Every shareholder must carry a separate insurance policy to cover the interior of the apartment including, but not limited to: personal property, liability and medical. A current copy must be submitted to the Kings Wood Property Office **every year**.

Each policy of insurance required by this section shall:

- a) insure **Kings Wood Owners' Corp. as an additional named insured** on the General Liability;
- b) shall provide for a minimum of twenty (20) days written notice by the insurer to the Owner of cancellation, non-renewal or material change in coverage;
- c) shall be primary and non-contributory to any other insurance maintained by Kings Wood Owners' Corp.;
- d) shall provide for a waiver of subrogation in favor of Kings Wood Owners' Corp.

Required Minimum Coverage Limits:

- Liability Per Occurrence: \$300,000
- Employers Liability: \$300,000 (maids/caregivers)
- Workers' Comp included

Recommended Minimum Coverage Limits:

- Personal Property Protection: \$40,000 (depending on individuals' assets, ie. furniture, jewelry, paintings, appliances, carpeting, wall coverings, etc.)
- Medical Per Occurrence \$1,000
- Loss Assessment \$10,000
- Improvements & Betterments \$25,000

12.00 PROPERTY STAFF

12.01 This property is under the control of the Property Manager and Board of Directors. The Property Manager and Board of Directors directs and controls the operation of the property. All activities at the property are directly supervised or overseen by the Property Manager and the Board of Directors.

12.02 All requests for services or processing of problems, etc. shall be through the Property Manager.

12.03 Initial complaints regarding services, resolution of problems, etc. shall be directed to the Property Manager.

12.04 If you believe your formal complaint has not been resolved by the Property Manager, then forward your complaint with all relevant facts and details including, for example, initial complaint, parties contacts, dates, times, responses, etc. to the Board of Directors for review and disposition.



- 12.05 Commendations, acknowledgments, letters of appreciation, etc. for services or actions by property staff should be sent to the Property Manager with a copy to the Board of Directors.
- 12.06 Owners Corporation employees (Property Manager, Superintendent & Staff) working for the organization are prohibited from performing private work for anyone, whether on or off the property, during their regular working hours.
- 12.07 No resident may interfere with the duties of any property staff member nor shall any resident attempt to give orders to any member of the property staff.
- 13.00 DISHWASHERS, LAUNDRY MACHINES AND LAUNDRY ROOMS
- 13.01 Dishwashers - No dishwasher is to be installed in an apartment without first receiving written consent from the Board of Directors. Any damages resulting from installation and/or operation will be the personal responsibility of the resident.
- 13.02 Clotheslines are not permitted on the property (including balconies) and laundry, clothing, blankets, etc. may not be hung in any common areas in the development.
- 13.03 No washing machines or dryers are permitted in any apartment on the property. Any and all damage resulting from such machines or their operation shall be the personal responsibility of the resident. Violation will result in a fee (see violation fee schedule #15).
- 13.04 The use of the laundry rooms and its equipment shall be controlled by the Property Manager for the Board of Directors. Residents may use the available laundry facilities only during the hours of 9:00 a.m. through 9:00 p.m.
- 13.05 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 nor "hang out" in any laundry room on the property. Residents shall be personally responsible for any and all damage caused by their children on the property.
- 13.06 The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- 14.00 CHARGES/FEES
- 14.01 Maintenance charges and/or any and all other charges, rents, or fees due and owing to the Owners Corporation are due within 15 days of notice date. If not promptly paid within said 15 days, a late fee will be added for each monthly period. The late fee for each apartment per billing cycle.
- 14.02 In the event that the resident violates Rules and/or Regulations of the Kings Wood Owners Corporation, appropriate fees may be imposed to defray or help defray any and all costs to the Owners Corporation, for example, the cost of determination, follow up and/or cure of such violation. In the event the said fee is not paid when invoiced, then same late as above will be applied per billing cycle.

- 14.03 In the event the Owners Corporation receives a check with insufficient funds, a return check fee along with a late fee no less than \$30 will be charged within the standard billing period. In the event the said fees are not paid within the period, an additional late fee same as above, per billing cycle, will be charged.
- 14.04 In the event that subtenant or shareholder needs certain services in his/her apartment that are normally not covered by the Owners Corporation, such services may be obtainable from the Property Manager on a fee basis. In the event the invoice is not paid within 30 days, the invoice amount will be billed to the maintenance statement. In the event the said fee is still not paid within the monthly period a late fee (same as above) per billing cycle will be charged.
- 14.05 The current schedule of charges and fees can be found in Section 17.00, 18.00 and 19.00.
- 14.06 Any unpaid fees accumulated as of December 1<sup>st</sup> will be deducted from the December shareholder's STAR Rebate check.
- 15.00 HOUSE RULES DEFINITIONS
- 15.01 For purpose of these "House Rules", the definition of resident shall include the sponsor, all tenant shareholders, Sublessees, renter tenant occupants and any family members of the above while residing at or visiting the property.
- 15.02 The Board of Directors reserves the right to change, rescind or amend any rule or regulation and/or 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.
- 15.03 Any consent or approval given under these "House Rules" by the Lessor shall be revocable at any time.
- 15.04 Consent or approval for a request may be granted to any tenant shareholder or subleases as a result of demonstration extenuating circumstances and any such accommodation shall not set a precedent nor be construed as a revision of rules, regulations and/or policy of the Board of Directors.
- 15.05 A violation of these Rules and Regulations by a resident, his/her family, agents, employees, visitor(s), transient guest(s), or significant other(s), 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 of Directors, including, but not limited to, additional fees, termination of Proprietary Lease, eviction proceedings, etc. and all legal fees incurred as a result.
- 15.06 The "House Rules" and Regulations of the Owners 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.
- 15.07 The issue number and date shall appear on the document cover and the issue number, date (year-month-day) and page number shall appear on the bottom of the page. In addition the document cover shall list the page numbers and their dates that compromise this document.

- 15.08 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.
- 15.09 The Current Edition of the Rules and Regulations of the Owners Corporation shall supersede and survive any and all previously issued “House Rules” or Regulations for this property.

16.00 APARTMENT INSPECTIONS

Every apartment shall be inspected by the Kings Wood Owners’ Corp. Property Manager and/or Superintendent prior to subleasing, refinancing or closing. Shareholders who are selling, refinancing or subletting, will be subject to inspection of the apartment and must correct any violations. An appointment for an inspection of the apartment will be made with the current shareholder after the application is approved by the Board of Directors.

No subtenant is permitted to move in until said inspection is performed and any violations corrected and approved by the Board. No closing shall take place until said inspection is performed and any violations corrected with the approval of the Board. Any violations of this

rule will subject the shareholder to fee payable prior to granting final approval of subtenant(s), refinance, or purchaser(s). Payment of the Inspection Violation Fee will not relieve the shareholder of their obligations to correct any violations.

The Board reserves the right to schedule a community wide inspection by the Property Manager and/or Superintendent once per year for safety and maintenance issues with one month's notice.

17.00 APARTMENT PURCHASE OR REFINANCE

- 17.01 There shall be no closing of an apartment without the proper written consent of the Board of Directors and inspection of the apartment as specified in 15.00.
- 17.02 All requests for purchase or refinance shall be in writing on prescribed forms and shall be submitted to the Property Manager for processing.
- 17.03 Effective January 1, 2006, a move-in fee, payable by the purchaser and a move-out fee, payable by the seller is required at closing of a sale of the apartment, in addition to the application processing fee and credit search per person fee for credit information will apply to all purchases and refinance closings. The application processing and credit search fees are not refundable.

## 18.00 Violation Fee Schedule:

<u>Violation:</u>	<u>Fee:</u>
1. Parking Violation Fee	\$ 50/per violation
2. Unregistered Vehicle	\$ 50
3. Apartment Key Violation	\$100/per month
4. Improper Trash Disposal	\$250 maximum
5. Laundry Room Use After 9 p.m.	\$ 25
6. Noise Between 10 p.m. - 8 a.m.	\$ 50
7. Contractor Noise 6 pm - 8 am weekdays	\$ 50
6 pm - 10 am weekends	\$ 50
8. Alterations without Board Approval	\$500 plus Damage Repair Costs
9. Improper Play Violation	\$ 50
10. Speeding	\$ 50/per violation
11. Illegal Sublet	2x Annual Rental Fee
12. Illegal Occupancy	\$100/per person/per day
13. Illegal Storage in Hallways and Basements	\$100
14. Illegal Animal	Up to \$250 per animal and/or per violation
15. Illegal Washer/Dryer	\$250
16. Curbing Pet	\$ 50
17. Terrace violation	\$ 50/month plus Damage Repair Costs
18. Inspection Violation	\$500
19. Improper Floor Covering	\$500
20. Smoking Violation	\$300 first offence, \$500 thereafter per occurrence
21. Insurance Violation	\$100
22. Other House Rules Violations	No less than \$30

## 19.00 Admission Fees:

1. Shareholder Sublet Waiting List	\$150/year
2. Shareholder Sublet Annual Fee	1x apt. monthly maintenance amount
3. Shareholder Sublet Inspection Fee	\$100/year
4. Sublet Application Fee	\$375
5. Sublet Move In/Move Out Fee	\$650
6. Purchase Application Fee	\$375
7. Purchase Move In Fee	\$325
8. Seller Move Out Fee	\$325
9. Seller Administration Transfer Fee	\$15 per share
10. Refinance Application Fee	\$375
11. Credit Search Processing Fee	\$125/pp
(applicable to Purchase, Refinance, & Sublet Applicants)	

## 20.00 Other Fee Schedule:

1. Superintendents Time Rate  
(office hours 8 am-4 pm M-F) \$60/hour
2. Superintendents Time Rate \$360 minimum  
(**emergency hours 4:01 pm-7:59 am Sat, Sun, Holiday, Vacation**)
2. Maintenance Late Fee \$50/month
3. Insufficient Fund Fee \$30
4. Residents Locked Out Outside Office Hours \$360
5. Unpaid Fees by December 1<sup>st</sup> Deducted from the Shareholder's STAR  
Rebate check.
6. Basement Crawl Space Access Security Deposit \$75

**21.00 Severability Clause:** These rules shall be enforceable to the fullest extent permitted by law. Should any portion of these rules be found invalid or unenforceable by a court of competent jurisdiction, then the remainder shall continue in full force and effect and shall be enforceable.