

The Anggo Corporation
REAL ESTATE



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New York, NY 10011
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RE: Toledo Court Mutual Housing Cooperative, Inc.
92-30 56th Avenue
Elmhurst, New York 11375

Apartment#: _____

This is to advise that I/We have read the house rules of Toledo Court Mutual Housing Cooperative, Inc. and agree to abide by same.

Purchaser

Purchaser

Date: _____

TOLEDO COURT MUTUAL HOUSING COOPERATIVE, INC.
92-30 56TH Avenue
Elmhurst, New York 11375

TO ALL TENANT SHAREHOLDERS:

The purpose of the Rules and Regulations is to maintain a high standard in home and community living conditions, and towards this end, your Board of Directors have adopted the following Rules and Regulations.

A breach or violation of one or more of these Rules and Regulations is also a breach and violation of the Occupancy Agreement. Non-compliance with the Rules and Regulations subjects a tenant/shareholder to the cost of repairing any damage to the Corporate property and to eviction for breach of the Occupancy Agreement.

RULES AND REGULATIONS
OF
TOLEDO COURT MUTUAL HOUSING COOPERATIVE, INC.

The tenant/shareholder shall be responsible and liable for his acts and those of the members of his family, visitors, licensees, invitees, and servants, agents and employees.

1. VANDALISM

Vandalism of any kind will be dealt with severely. Anyone caught defacing, in any fashion whatsoever or mutilating, destroying or damaging in any manner, Toledo Court Mutual Housing Cooperative, Inc. property, will be prosecuted to the fullest extent of the law and will be held financially responsible for any repairs or replacements required.

2. ENTRANCES

A) Congregating, loitering, gathering or sitting in front of the main or rear entrances of the Corporate premises is prohibited. The entrances, courts, elevators, vestibules, stairways, corridors, hallways and any and all other public areas are to be used solely for ingress and egress and for no other purposes.

B) No deliveries of any kind are permitted through the front entrance of the building without first obtaining permission from Management. The Cooperative shall not be responsible for the loss or damage to delivered property.

3. HALLWAYS

A) The placing or creating of encumbrances of any nature whatsoever in any of the public areas including, but not limited to, the hallways, sidewalks and other outside areas of or adjacent or contiguous to the Corporate buildings is prohibited. Encumbrances shall include, but not be limited to shoes,

rubbers, galoshes, bicycles, carts, carriages, toys, shovels, sleds, boxes and articles of every description which impede or interfere with the use of the areas referred to in this Regulation.

- B) Meeting, congregating, loitering, assembling or playing on the sidewalks adjacent to the Cooperative property or on any portion of the Corporate premises other than sitting and play areas are prohibited.
- C) The cleaning, sweeping, dusting or airing of articles of any nature whatsoever outside the tenant/shareholder's apartment is prohibited. Included in this prohibition is the placing of any articles on or outside of any window on the Corporate premises.
- D) The use of ashtray receptacles supplied by the Corporation for any purpose other than to deposit cigarette butts, cigar butts, matches, and pipe ash is prohibited.

4. ELEVATORS

- A) The use of the elevators is restricted solely and only to transport people and permissible articles to and from the various apartments in the building. Fighting, playing and joyriding, among other things, are prohibited.
 - B) Tampering or interfering with the operation or use of the elevators is prohibited.
 - C) Refuse, rubbish or waste of any nature whatsoever is not to be left in the elevators.
 - D) Scratching, marking, defacing or damaging of the elevators or any other Corporate property is prohibited. The tenant/shareholder shall pay as additional rent in the month in which he is billed for the costs of replacement of and/or repair to any damage caused to Corporate property by himself, members of his family, invitees, licensees, servants, agents and employees.
 - E) Parents must instruct their children whom they permit to ride in the elevators alone as to the proper use and emergency procedure of the elevators.
 - F) Tenant/shareholders moving in or moving out must schedule such move to be completed between 9:00 a.m. and 4:00 p.m., Monday through Friday. The superintendent must be advised at least forty-eight (48) hours in advance of the move so that the necessary protective padding may be installed. Moving at any other time will result in an administrative fee of \$100.00 being levied against the offending tenant/shareholder.
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5. GARBAGE DISPOSAL

- A) In order to prevent the breeding of vermin, which would infest the apartments, hallways and other portions of the building and create a health hazard, articles, garbage, refuse or dirt of any kind which would attract vermin must be packed so that it is impenetrable and are to be left in the compactor rooms. Newspapers, magazines, cartons, boxes, toys, old clothing and any and all articles prohibited from being deposited in the compactor chute must be neatly tied and packaged and brought to an area designated by the Corporation for disposal.
- B) To prevent loose garbage and refuse from spilling onto the floor, all garbage must be packed or wrapped in compact packages before depositing same in the compactor room or chute.
- C) All waste deposited in the compactor chute must be sufficiently small in size to pass through the chute.
- D) Newspapers must not be dropped down the compactor chute but must be brought to the basement and deposited there.
- E) Users of the compactor must carefully read and strictly observe the instructions plaque placed above each compactor hopper door.
- F) All refuse and rubbish resulting from the use of the compactors shall be cleaned up and removed before leaving the area.
- G) Garbage may not be left in the hallways, stairwells, or other public areas.

6. PLAY AREAS

- A) Bicycle riding, baseball, softball, football, and stickball is absolutely prohibited in the play area. All bicycles are to be walked out of the building.
- B) All cigarettes, wrappers and other litter must be placed in the trash baskets provided.
- C) Children over 10 years of age are not permitted to use the play area equipment.
- D) The play area is for the sole use of the tenant/shareholders of Toledo Court Mutual Housing Cooperative, Inc. and their family, friends and servants.

7. LAUNDRY ROOMS

- A) In the use of the laundry room, clothes must be removed promptly after the completion of the washing and drying cycles. Empty soap boxes, bottles and other litter shall be deposited in the trash cans installed for that purpose and not strewn about the laundry room.
- B) The use of this facility is solely for tenant/shareholders of Toledo Court Mutual Housing Cooperative, Inc.
- C) Smoking in the laundry room or any other public areas including, but not limited to, the elevators is prohibited.

8. TERRACES

- A) Bedding, mops, cartons, pails, bottles, bicycles, wet wash or any other objects or articles other than terrace furniture approved by the Corporation are not to be placed or stored on the terraces at any time.
- B) Terrace enclosures other than those approved by the Corporation are prohibited. In addition to securing approval for the enclosure from the Corporation, enclosures must also comply with all of the ordinances and laws and Rules and Regulations, promulgations, and edicts of all governmental authorities and the Board of Fire Underwriters pertaining to the enclosure.
- C) Terrace shades, bamboo shades, beach umbrellas and any and all shade-providing articles shall not be installed or placed upon the terraces without prior written approval of the Corporation.
- D) Any change of any nature whatsoever, whether the same be an addition to or subtraction from the physical condition of the terrace at the time the original tenant/shareholder occupied the apartment to which the terrace is attached, adjacent and contiguous to, including, but not limited to the addition of furniture, enclosures, shade-producing articles, structural or physical changes are prohibited without the prior approval of the Corporation.
- E) Cooking and barbecuing on all terraces are forbidden.
- F) The use of the terraces located on the garage deck, more commonly known as garage terraces, as a means of egress and ingress from the building, except in case of fire or other extreme emergency of a similar nature, is prohibited.
- G) The use of the garage terraces must be restricted to the concrete pad adjacent to each apartment.

- H) Every terrace is to be used in such a manner as not to interfere with the quiet enjoyment and use by other tenant/shareholders of their respective apartments and other portions of the Corporate premises.

9. NOISE

- A) No tenant/shareholder, his family, invitees, licensees, servants, agents or employees shall act or conduct themselves in such manner as to interfere with the quiet enjoyment and use of any portion of the Corporate premises by any other person.
- B) Between the hours of 11:00 p.m. and 8:00 a.m., the playing of musical instruments, radios, stereos, televisions, or the moving of furniture, apartment repairs, etc., must be done so that all sound emanating therefrom is confined to the user's apartment.
- C) Unless expressly authorized by the Board of Directors in each instance, not less than eighty percent (80%) of the floor area of each unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

The preceding requirement shall apply to all purchasers of units after April 1, 1999 and shall be effective sixty (60) days after the sale of a unit is closed.

10. ANIMALS

Ownership of animals in the Cooperative is strictly prohibited.

Notwithstanding the preceding paragraph, the Board reserves the right to consider a written request by a tenant/shareholder with a serious medical problem to keep a dog in residence for medical assistance purposes.

Any consent, if given, may be conditional and shall be revocable with or without cause at any time at the sole discretion of the Board. This section is subject to all applicable laws protecting the disabled.

11. STORAGE AND CARRIAGE ROOMS

- A) Material placed in the storage rooms must be properly packed and tagged. The storage of all upholstered furniture, bedding material, carpets, inflammable materials and loose paper is prohibited.
- B) Only carriages and bicycles may be stored in the carriage rooms. Each tenant storing such items is to do so by lock and chain. The Cooperative shall not be responsible for damage, vandalism, or the disappearances of items stored in the storage or carriage rooms.

12. GARAGE

- A) Tenant/shareholders renting a space in the garage must comply with posted Rules and Regulations. Failure to do so will result in cancellation of the garage lease.
- B) Making or causing unreasonable noises in the garage that interfere with the health, safety or welfare of other tenant/shareholders is prohibited.
- C) No repairs other than those of an emergency nature are to be made on any cars in the garage.
- D) The use of the garage roof as a means of egress or ingress or for any purpose whatsoever, except as authorized in writing, by Rules and Regulations or by the Board of Directors, is prohibited.
- E) The door from the sidehall to the garage vestibule must be locked with the key or the thumb latch when entering or leaving the garage.
- F) Upon entering or leaving the garage through the overhead door, the garage tenant must wait for the overhead door to close behind him/her before proceeding.
- G) The remote control may not be left in the car overnight.
- H) The Corporation will not be responsible for damage to and/or theft of cars and/or articles left in the car.
- I) Failure to observe the foregoing rules may result in eviction from the garage.

13. APARTMENTS

- A) No article or property of any nature whatsoever shall be shaken or hung out of or from any window on Corporate premises.
- B) No screens, awnings, aerials, antennas, air-conditioning units or articles or property of any nature whatsoever shall be attached to or project from the exterior portions of the Corporate buildings other than those furnished by the Corporation at the initial occupancy of the building without the prior written consent of the Board of Directors.

14. PAYMENT OF MONTHLY CARRYING CHARGES (RENT) AND OTHER CHARGES

- A) Monthly carrying charges and other charges are due and payable on the first day of each and every month and are to be paid only by check or money order.

- B) A \$10.00 late fee shall be imposed on any maintenance fee received after the fifteenth (15th) day of the month.

15. MISCELLANEOUS RULES AND REGULATIONS

- A) Soliciting of any nature or kind whatsoever is prohibited.
- B) Vending machines are installed for the convenience of the tenant/shareholder and his family and must be used in such manner as to avoid abuse or damage.
- C) No sign, advertisement, notice or printed or written matter of any nature whatsoever shall be affixed to or posted on any portion of the Corporate premises without the prior written consent of the Corporation.
- D) Community rooms are to be used only after permission to use same has been granted in writing by the Corporation.
- E) No change in the physical layout or appearance of Corporate premises shall be made by, for or on behalf of any tenant/shareholder without the prior written consent of the Corporation.
- F) The use of services of Corporate employees during working hours for other than Corporate business is prohibited.
- G) Entering upon or using the roof is prohibited.
- H) Directory changes may only be made by Management.

16. HOME APPLIANCES

- A) The using or installing in any apartment or any portion of the Corporate premises of washing machines, clothes dryers, electric heaters or power tools without the prior written consent of the Corporation is prohibited.
- B) Each apartment is authorized to contain one (1) refrigerator/freezer combination unit at no extra cost. The Board of Directors will establish the monthly charge for additional freezers and/or refrigerators. All additional units must be reported to Management prior to or within thirty (30) days after the installation of same. Tenant/shareholders who fail to so notify Management will be penalized \$100.00 and will pay back charges to the month of installation.

17. AIR CONDITIONING

- A) Where prior written consent of the Corporation has been given for the installation of an air-conditioner or air-conditioners, such unit or units shall not be installed or used in any rooms other than the living room or bedrooms and must be installed in the existing wall sleeves provided for same. Where air-conditioner units are installed, the tenant/shareholder shall pay an annual fee, to be determined by the Board of Directors, for the period commencing January 1st and ending the following December 31st. The tenant/shareholder must pay the annual fee owed in equal monthly installments. In the first year of installation, all monthly installments for prior months retroactive to January, will be included in the first monthly payment.

- B) Alteration in electric wiring within an apartment to accommodate air-conditioning units in excess of 115 volts must be performed by a licensed electrician and written notice of such alteration must be furnished to Management by the licensed electrician. Tenant/shareholders who previously installed units in excess of 115 volts must notify Management in writing not later than May 4, 1991. This notice by those tenant/shareholders who have installed the unit in excess of 115 volts can, if available, show in writing by either paid invoice or a written note from a licensed electrician that the installation is proper and legal. In those instances where the tenant/shareholder cannot produce any of the foregoing documents, Management will call in an electrical contractor for inspection of each installation and the total cost to bring in the electrician will be charged back to the tenant/shareholder on a pro rata basis.

- C) Newly installed air-conditioners must be reported to Management prior to or within thirty (30) days after installation. Tenant/shareholders who fail to so notify Management will be penalized \$100.00 and will be required to pay backcharges to January 1st of the year of installation. If proof of the year of installation cannot be produced, charges for the prior year as well as for the current year must be paid.

- D) Tenant/shareholders moving out subsequent to July 1st will be responsible for the difference between the annual charge and the amount previously paid. However, such charge will be waived if the incoming tenant/shareholder agrees to assume the monthly installments.

18. ALTERATIONS

Structural, electrical and plumbing alterations may not be made without the express written permission of the Board of Directors.

19. OCCUPANCY

Movement of tenant/shareholders into and out of Toledo Court must be accomplished between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday only. Also, the Superintendent must be given notice at least forty-eight (48) hours in advance of the move-in or move-out. Failure to comply with the foregoing will result in a charge of \$100.00 levied against the non-compliant tenant/shareholder.

Occupancy in all apartments is limited to two (2) persons per bedroom plus any child or children born to the tenant/shareholder after the date of occupancy. Persons other than those listed on the original application may not reside in the apartment without express written consent of the Board of Directors.

Visitors' stays may not exceed fifteen (15) days without the express written permission of the Board of Directors.

The term "immediate family" in Article 5 of the standard Occupancy Agreement is hereby defined to include the husband, wife, parent(s), grandparent(s), child, children, grandchild and/or grandchildren of the shareholder.

Failure to comply with the foregoing provision will result in an automatic \$500.00 charge levied each month against the non-compliant tenant shareholder in addition to all other resources that may be available to the Cooperative by law.

20. AMENDMENTS

The Board of Directors reserves the right to rescind or change any of the Rules and Regulations adopted and to make such other and further Rules and Regulations as it may in its discretion deem to be necessary.

21. CAPTIONS

The captions are inserted only as a manner of convenience and for reference and in no way define, limit, or describe the scope of these Rules and Regulations, nor the intent of any provision thereof.

22. FIRE ESCAPES

No items of any kind may not be placed on the fire escapes and/or outside window sills.

23. SMOKE ALARMS

Smoke alarms must be in working order at all times. They must be tested periodically and, if the alarm is not working, the Superintendent must be notified immediately.

24. EXERCISE EQUIPMENT

Use of any such equipment by a shareholder is limited and enforced between the hours of 10:00 a.m. – 8:00 p.m. daily. Should any structural damage and/or repairs be needed to the building or another shareholders apartment resulting from the use of such equipment, the offending cooperater will compensate all repairs.