

SALES APPLICATION:

Kew Gardens Terrace Owners Inc.

Contact Information:

**Ms. Susan Rubin
Transfer Agent
Kaled Management Corp.,
7001 Brush Hollow Road Ste:200
Westbury, NY 11590
(516) 876-4800 Fax (516)780-8331
Susan@Kaled.com**

Bldg. # 350

KEW GARDENS TERRACE OWNERS CORP.
117-14 Union Turnpike
Kew Gardens, NY 11415

Dear Shareholder,

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED FOR CONSIDERATION
BY THE BOARD:

1. Purchase Application.
2. Copy of signed Contract of Sale.
3. Reference letter from Previous Landlord.
4. Two (2) letters of reference. One (1) business reference.
5. Copy W-2 forms for prior two (2) years, along with IRS form 1040 tax filing. **(Please remove social security #)**
6. Current Pay Stub
7. Letter from employer indicating length of employment/salary,
8. A signed window guard rider must be submitted.
9. If financing, a copy of signed Mortgage Commitment and application. Aztech form of Recognition Agreement if sale is being financed.
10. Copy of (3) three months bank statements.
11. Credit Authorization completed and signed.
12. Lead paint acknowledgement, SIGNED AND INITIALED by both parties.
Application will be returned if this is not completed correctly.
13. Pet registration form signed
14. Purchaser must provide evidence of Home Owners Insurance at closing

- * All prospective Purchasers are subject to Board interview and approval. Kaled Management Corp. will contact the prospective purchasers for interview upon receipt of an acceptable credit check. All persons who will be residing in the premise must attend the interview. **REQUIRED FEES** :(All fees must be made by Certified check or Money Order)
- * Enclose a check in the amount of \$600.00 payable to Kaled Management Corp. for administration fee. (Purchaser)
- * Recognition Agreement fee \$200.00 payable to Kaled Management Corp. (This fee applies if you are getting a mortgage) (Purchaser)
- * Credit Check Fee \$150.00 per applicant payable to Kaled Management Corp. (Purchaser)
- * There is also a fee for tax transfer stamps, calculated at \$.05 per share. Due at closing. (Seller)
- * Closing fee at the office of Kaled Management Corp. \$600.00- (Seller)
- * Move-in/out deposit \$300.00 payable to Kew Gardens Terrace Owners, Inc. This fee is refundable if moving rules are followed and no damages occur during moving. (Seller) (Purchaser)
- * Submit completed packages to Ms. Susan Rubin/Kaled Management, 7001 Brush Hollow Rd. Westbury, N.Y. 11590.
- * Any packages not submitted in their entirety will be returned.
**FOUR (4) COLLATED COPIES AND ONE (1) ORIGINAL.
Total FIVE (5).**
- * **Please remove your social security number from all documents except credit check authorization**
- * Please allow at least three (3) weeks for the processing of the application and Board interview.

PURCHASE APPLICATION

Application is herewith submitted for the purchase of _____ shares of common stock of Kew Gardens Terrace Owners Corp., and for the right of residency in apartment # _____.

Seller's Name(s): _____

Telephone Numbers - Home: () _____ Work: () _____

Seller's Attorney: _____

Name of Firm/Address: _____

Telephone/Fax Number: _____ / () _____

Purchaser's Name: _____

Social Security Number (last 4 Digits): _____

Address: _____

Telephone Numbers - Home: () _____ Work: () _____

Employer's Name: _____

Address: _____

Occupation: _____

Length of Employment: _____

Present Amount of Monthly Rent: _____ Mortgage: _____

Name of Landlord and Telephone #: _____ () _____

Length of Residency: _____

Reason for Leaving: _____

Co-Applicant (if applicable): _____

Social Security Number (last 4 Digits): _____

Address: _____

Telephone Numbers - Home: () _____ Work: () _____

Employer's Name: _____

Address: _____

Authorization

Please Read Carefully Before Signing

In considering this application from you, the applicant(s), the management will rely heavily on the information which you have supplied. It is important that the information will be accurate and complete. By signing this application, you represent and warrant the accuracy of the information, and you authorize management to verify references that you have listed, contact individuals listed in the application obtain copies of credit and financial information, and agree to hold such persons harmless with respect to any information they may give out. All original applications and any attached documents are not returnable.

Signed (Applicant) 1): _____

Signed (Applicant) 2): _____

I declare that I have examined this application and to the best of my knowledge, it is true, correct and complete. I acknowledge receipt, read and agree to adhere to the House Rules and Alteration Agreement, of Kew Gardens Terrace Owners Inc.. I have read them and adhere to the same.

Signature of Applicant: _____

Date: _____

Signature of Co-Applicant: _____

Date: _____

Re: Sublet/Sale of Apartment # _____ Address: _____

CREDIT CHECK AUTHORIZATION

Name: _____

Date of Birth: _____

Social Security Number: _____

Home Address: _____

In connection with my purchase/sublet of property, I authorize the procurement of a credit report of myself. I further authorize all credit agencies, banks, lending institutions and persons to release information they may have about me and release them from any liability and responsibility doing so. This authorization, in original or copy form, shall be valid for this and any future reports that may be requested. Further information may be available upon written request within a reasonable period of time.

Signature

Dated

Signature

Dated

Release of Information Authorization

Authorization to obtain Criminal, Credit/Litigation Report

In order to comply with the provision of Section 6.06 (A) of the Federal Fair Credit Reporting Act, I hereby authorize any individual, company or institution to release to Kaled Management Corp. and/or its representative any and all information that they have concerning any Criminal/Litigation activity.

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage what-so-ever incurred in furnishing such information.

Print Name: _____

Date of Birth: _____

Signature: _____

Social Security #: _____

Print Name: _____

Date of Birth: _____

Signature: _____

Social Security #: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to leadbased paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

WINDOW GUARDS REQUIRED

NOTICE TO OWNER

You are required by law to have window guards installed if child 10 years of age or younger live in your apartment.

Your landlord is required by law to install window guards in your apartment:

- If you **ask** him to put in window guards at any time (you need not give reason)
- If a child 10 years of age or younger lives in your apartment

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ONE:

- CHILDREN 10 YEARS OF AGE
OR YOUNGER LIVE IN MY APARTMENT
- NO CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT
- I WANT WINDOW GUARDS EVEN
THOUGH I HAVE NO CHILDREN
10 YEARS OF AGE OR YOUNGER

SHAREHOLDER (PRINT)

SHAREHOLDER(SIGNATURE)

SHAREHOLDER(SIGNATURE)

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program
New York City Department Of Health
125 Worth Street, Room 222A
New York, N.Y. 10013
(212) 566-8082

YEARLY INCOME AND EXPENSE STATEMENT

Instructions: If the income tax statement you submit with this application is for the *prior calendar year*, then complete this form for the current calendar year only. *If you have not submitted* a filed income tax statement for the prior calendar year, please complete two forms; one for the preceding year and one for the current year.

Applicant's Name _____

INCOME		EXPENSES	
Salary (or earned income)	\$	Mortgage Payments	\$
Bonus and Commissions		Real Estate Taxes	
Real Estate Income (Net)		Rent/Co-op/Condo Maintenance	
Share of partnership income (loss)		Loan or Note Payments	
Business Income (Net) Sole Proprietorship		Auto Loan/Lease Payments	
Dividends		Insurance Premiums	
Interest		Tuition Expenses	
Pension (IRA, Keogh)		Charitable Contributions	
Social Security		Medical (unreimbursed)	
Investments (describe)		Alimony, Child Support, maint.	
		Living Expenses (food, clothing, utilities, etc.)	
Other Income (itemize)		Credit Card Payments	
		Investment Expenses	
		Pension (IRA, Keogh)	
		Other Expenses (itemize)	
TOTAL INCOME	\$	TOTAL EXPENSES	\$

List any unsatisfied judgments or legal actions pending against you and the amounts involved _____

Have you ever gone through bankruptcy or other insolvency proceedings? _____

Date _____

Signature of Applicant

Signature of Applicant

ASSETS AND LIABILITIES STATEMENT

Applicant's Name _____
 Statement of Financial Condition as of the _____ day of _____, 20____

Please Note: Supporting documentation for all assets and liabilities is to be attached to this statement. Please use the word "none" where no amount is to be entered.

ASSETS		LIABILITIES	
Cash in bank (attach bank statements & schedule E)	\$	Notes Payable (attach schedule B)	\$
Down payment on contract (if paid)		Mortgages payable (attach schedule A)	
Securities (Stocks & Bonds - attach statements & schedule F)		Unpaid Real Estate Taxes	
Cash value of life insurance, less any loans		Unpaid Income Taxes	
Investment in own business		Accounts Payable (attach schedule C)	
Real Estate Owned (attach schedule A)		Outstanding Credit Card Balances (attach schedule C)	
Vested Interest in Retirement Fund (include IRAs and 401Ks) (attache schedule G)		Other Liabilities (itemize)	
Automobile (make and year)			
Loans and Notes Receivable			
Personal Property and Furniture			
Other Assets (itemize)			
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
		NET WORTH (excess of assets over liabilities)	\$
Contingent Liabilities (personal guarantees or potential liabilities)	\$		

The foregoing statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that same is a full and correct exhibit of my/our financial condition.

Date _____

 Signature of Applicant

 Signature of Applicant

SCHEDULE A - REAL ESTATE OWNED

Location and Type of Property	Title In the Name of	Date Acquired	Cost	Recent Appraised Value	Mortgage Balance	Maturity Date	Monthly Payment

SCHEDULE B - NOTES PAYABLE

Amount	Due to	In Name of	Maturity Date	Collateral	Monthly Payment

SCHEDULE C - ACCOUNTS PAYABLE (include credit card balances here)

Amount	Due to	In Name Of	Maturity Date	Monthly Payment

SCHEDULE D

Amount	Type	Due to	Obligor	Final Maturity/or repayment	Collateral

*including Letters of Credit and Surety Bonds

SCHEDULE E - SCHEDULE OF CASH IN BANKS - INCLUDE CD'S AND MONEY MARKET ACCTS

Name of Bank	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Assets		\$

SCHEDULE F - SECURITIES (STOCKS AND BONDS)

Name of Institution	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Assets		\$

SCHEDULE G - RETIREMENT FUNDS - IRAs AND 401Ks

Name of Institution	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Securities		\$

SCHEDULE D - REAL ESTATE OWNED

Location and Type of Property	Title In the Name of	Date Acquired	Cost	Recent Appraised Value	Mortgage Balance	Maturity Date	Monthly Payment

Are there any principal payments, interest or taxes in arrears? _____

Are there any any unrecorded assignments? _____

SCHEDULE E - LIFE INSURANCE

Face Amount	Policy A	Policy B	Policy C		

Company Name

Beneficiary

Type of Policy

Cash Value

Loans against Policy

The undersigned has filled out all the information sheets and understand that this information is essential in considering the application and that Kaled Management Corp. is authorized to verify any and all references and information submitted by the applicant.

Signature of Applicant

Broker:

Signature of Applicant

KEW GARDENS TERRACE OWNERS, CORP.
117-14 UNION TURNPIKE
KEW GARDENS, NY 11415

PET REGISTRATION

Name of Shareholder: _____

Apartment number (at Kew Gardens Terrace): _____

Description of Pet: _____

Name of Pet: _____

Attach a photo of the pet you are registering.

All shareholders with a registered pet must renew their registration on an annual basis. In addition all house rules regarding animals must be followed.

Note: For all new pets, Shareholders must attach a letter from your veterinarian stating that your pet has received all necessary vaccines as well as its approximate age.

Signature of Shareholder: _____

Date: _____



CORPORATE OFFICE
7001 BRUSH HOLLOW ROAD
SUITE 200
WESTBURY, NY 11590
TEL: (516) 876-4000
FAX: (516) 876-6812

WWW.KALED.COM

ASSET MANAGEMENT
757 THIRD AVENUE
SUITE 2028
NEW YORK, NY 10017
(212) 376-5508

EMAIL: INFO@KALED.COM

October 25, 2010

All Shareholders of
Kew Gardens Terrace Owners Inc.
117-14 Union Turnpike
Kew Gardens, NY 11415

Dear Shareholder(s):

The Kew Gardens Terrace Owners Inc. Board of Directors has voted to amend the House Rules and make homeowners/coop insurance (property and liability coverage) mandatory.

A Shareholder's ownership of the apartment extends from the exposed area of the walls into your apartment including fixtures, cabinets and interior of cabinets, interior of closets, reachable plumbing and radiators. Your cooperative homeowner's insurance policy should cover all personal items as the cooperative does not at any time cover contents and/or personal property of any/all apartments.

Proof of your homeowners insurance must be submitted no later than December 1, 2010 to:

Kaled Management Corp.
7001 Brush Hollow Road
Westbury, NY 11590
Attn: Michael Ravner

Any/all Shareholder(s) who do not submit a copy of their insurance will be considered in breach of the newly amended House Rules. Shareholders not in accordance with this House Rule will be fined (fines will be determined by the Board of Directors).

If you have any questions and/or concerns regarding this please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael Ravner", written over a horizontal line.

Michael Ravner
Property Manager

January 22, 2010

To: All Shareholders of Kew Gardens Terrace Owners Corp.

Re: Pet Registration

Dear Shareholder,

In an effort to keep track of all shareholders that have pets in the building, the newly revised house rules requires that all shareholders with a pet register their pet with the Board of Directors of Kew Gardens Terrace Owners, Corp.

Attached is a form that all shareholders that currently have pets must fill out and return to the superintendent with all requested information listed. There is no fee to register your pet. Please remember that any new pets must first be approved by the Board of Directors and registered as well.

The fine for harboring an un-registered pet is \$100.00 per month in addition to any legal fees the co-op may incur, and immediate removal of the pet. The shareholder is also subject to termination of their Proprietary Lease if they fail to comply with the House Rules.

Thank you for your anticipated cooperation with this matter.

Sincerely,

Management



7007 BRUSHY HOLLOW ROAD
SUITE 200
WESTBURY, NY 11590
TEL: (516) 876-4100
FAX: (516) 876-8812
EMAIL: INFO@KALED.COM

June 12, 2009

To: All Shareholders of Kew Gardens Terrace Owners, Corp.

Re: Subletting

Dear Shareholder,

In light of the current economic climate and new requirements from banks giving loans, new sublets will be suspended until further notice. This has become necessary in order to raise the owner occupancy rate of the cooperative, which banks are now more heavily scrutinizing.

The Board of Directors at a meeting held on June 3, 2009, has also imposed new term limits on existing sublets, which will be recorded as a resolution to the house rules.


- Shareholders that have been subletting their apartments for 10 years or more must end the sublet within two years of the date of this letter.
- Shareholders that have been subletting for 5 years or more will have three years from the date of this letter to end the sublet.
- Shareholders that have been subletting for less than 5 years will be allowed to continue the sublet for a term that equals to five years maximum plus one year from the original lease start date.

At that point, you will have the option to move back to the building, sell your apartment, or keep the apartment vacant. Renewal leases must also only be for a one year term.

Each shareholder will be notified individually when their sublet terms are ending and will be asked to comply with the new regulations.

On behalf of the Board of Directors, we thank you in advance for your cooperation with this matter. In the event of any changes to these new rules and regulations, you will be notified in writing again.

Sincerely,


Jonathan Shatzkammer
Kaled Management Corp.

real estate

The Undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Kew Gardens Terrace Owners, Corp. at a meeting held on June 3, 2009.

"It is hereby resolved that the house rules be amended with regard to shareholders subletting their apartment:

No new sublets will be allowed until further notice. Existing sublets must end as per the attached schedule.

Kew Gardens Terrace Owners, Corp.

By: 

State of New York)
County of Queens)

On this 3 day of June 2009 before me personally came Diane Gilroy to me known, who being by me duly sworn did depose and say that he/she resides at 117-14 Union Turnpike, Apt A73, Kew Gardens, NY 11415; that he/she is the President of the Kew Gardens Terrace Owners Corp., a New York Corporation, the corporation described in and which executed the foregoing resolution; that he/she knows the seal of the said corporation and that the seal affixed to said instrument is such Corporate seal, that is was affixed by order of the Board of Directors of said Corporation, and that he/she signed name thereto by the like order.



Notary Public

Susan M. Rubin
Notary Public, State of New York
No. 01RU5046858
Qualified in Suffolk County
Commission Expires July 17, 2011

RESOLUTION OF KEW GARDENS TERRACE OWNERS INC.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Kew Gardens Terrace Owners Inc. at a meeting held on October 5, 2010

and is hereby resolved that the House Rules be amended as follows:

"upon discussion the Board of Directors has mandated that all Shareholders have homeowners/coop insurance (property and liability coverage)

The Board has approved this Resolution".

KEW GARDENS TERRACE OWNERS INC.

By: Suzanna Dowidat
Secretary
Suzanna Dowidat
aka Suzanna Fajardo

State of New York)
County of Queens)

On the 5 day of October 2010 before me personally came Suzanna Dowidat, to me known, who being by me duly sworn, did depose and say that he/she resides at 117-14 Union Turnpike Kew Gardens, NY 11415 that he/she is the Secretary of the Kew Gardens Terrace Owners Inc. a New York Corporation, the corporation described in and which executed the foregoing resolution; that she knows the seal of the said corporation and that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed her name thereto by like order.

Susan M. Rubin
Notary Public

Susan M. Rubin
Notary Public, State of New York
No. 01RU5046858
Qualified in Suffolk County
Commission Expires July 17, 2011

KEW GARDENS TERRACE OWNERS, CORP.

HOUSE RULES

Effective 10/1/08

KEW GARDENS TERRACE HOUSE RULES

Effective 10/1/08

1. OBSTRUCTION, FURNISHING AND DECORATION OF LOBBIES, FIRE ESCAPES, COURTYARDS AND OTHER PUBLIC AREAS

The entrances, lobbies, sidewalks, building stairways, fire escapes, courtyard, grass areas and driveway shall not be obstructed of use for any purpose other than entry and exit for the units in the building.

- No mopeds, bicycles, scooters, strollers, baby carriages or other wheeled items or personal effects shall be allowed to stand in lobbies and public areas of the buildings.
- No personal items such as tables, chairs, shelves, shoes, umbrellas, etc. shall be allowed to stand in lobbies and public areas of the buildings.
- Any resident may decorate the entrance door of their unit, within reason, as deemed by the Board of Directors.
- Fire escapes must be kept clear at all times. At no time may a shareholder place any object on the fire escape.

The fine is \$50.00 for the first offense, \$75.00 for the second offense and \$100.00 for the third offense and confiscation of the item(s).

2. PLACEMENT AND DISPOSAL OF ARTICLES

- No articles, including laundry, shall be hung or shaken from the doors, windows, trees, shrubs, roofs, fire escapes or handrails of the buildings.
- No cigarettes, matches, trash, or articles of any kind are to be thrown from windows or disposed of in anything than the proper container.

The fine for each offense is \$50.00 plus the cost of replacement for any damaged items.

3. CARPETING OF APARTMENTS

- All shareholders, tenants and sub-tenants must have 80% of each room carpeted, including hallways, along with sufficient padding. This rule does not apply to kitchens and bathrooms.
- All new residents must comply within 30 days of taking occupancy.

The fine is \$100.00 each month of non-compliance.

4. WINDOW COVERINGS

- At no time should inappropriate items such as bedspreads, sheets or shower curtains be used as window coverings.
- Windows must be kept clean at all times. In case of refusal or neglect by a shareholder after 30 days of notice in writing, such cleaning may be performed by the co-op. An authorized agent of the co-op will enter the apartment for purpose of cleaning. The cost of the cleaning will be charged back to the shareholder in addition to any fines.

The fine is \$50.00 for each month of non-compliance.

5. EXCESSIVE NOISE AND CONSTRUCTION REPAIR WORK DISTURBANCES

- No person shall make or permit any disturbing noises in the buildings or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other shareholders.
- No person shall permit the excessive use of any musical instrument or permit the operation of a stereo/compact disc player, radio, television, exercise equipment or any other appliance in shareholder's apartment between the hours of 10:00pm and 8:00am Sunday through Thursday, and 11:00pm and 10:00am Friday and Saturday, to the extent it shall disturb other occupants of the building.
- Construction, repair work or other activities involving loud noise shall be permitted only between the hours of 8:00am and 6:00pm on weekdays and 10:00am and 4:00pm on Saturdays. Contractors and shareholders must obtain written permission from the Board of Directors to perform repairs at any other time.

A \$50.00 fine will be assessed for the first offense, a \$75.00 fine for the second offense and a \$100.00 fine for the third offense.

6. ODORS

- No shareholder shall permit unreasonable cooking, cleaning, smoke or other odors to escape into common areas. All units must have proper ventilations such as open windows, fans, etc. in order to prevent such odors from affecting neighbors.

The fine for each offense is \$100.00

7. USE AND INSTALLATION OF AIR CONDITIONERS, VENTILATORS, ETC.

- a. Installation of any device projecting out of any window must be installed in accordance with the manufacturer's specifications and in compliance with all pertinent House Rules.
- b. Air conditioner units must be installed through a window. All installations must not cause damage to existing windows. The cost of repairing damage that is a result of a faulty air conditioner installation will be charged to the shareholder.
- c. All air conditioners are subject to periodic external maintenance inspection. Any air conditioner not installed properly will require immediate correction. If the maintenance department is required to correct the problem, the shareholder will be charged our normal hourly rate plus any fines.
- d. At no time may any air conditioner cause noise that is deemed to be excessive and intrudes the reasonable noise expectations of the shareholder's neighbors.
- e. At no time may a resident install a ventilation fan, unit, etc. that protrudes from the windows or exterior façade of the building.
- f. Installation of permanently mounted ventilation fans is subject to an Alteration Agreement and any other required documentation.

The fine is \$100.00 for each month of non-compliance.

8. USE OF SATELLITE DISH OR AERIAL ANTENNA

- Satellite dishes and aerial antennas are strictly prohibited.
- The co-op has the right to remove any antenna or satellite dish.

The fine is \$100.00 for each month of non-compliance.

9. USE AND REPAIR OF TOILETS, TUBS, SINKS, ETC.

- Toilets, tubs, sinks, etc. are not to be used for any purpose other than those for which was constructed. Nor shall any rubbish, diapers, sanitary products or other articles be disposed of in them.
- The shareholder shall pay the cost of the repair and any damage resulting from misuse of any toilet, tub, sink, etc.
- In the event that a clog should occur in a plumbing line, the co-op will clear the blockage free of charge.
- At no time should any shareholder use a liquid plumber type product nor should a shareholder contact his or her own plumber to clear a blockage. The shareholder will be responsible for any damages that occur.

10. ALTERATIONS TO APARTMENTS

- Shareholders are specifically cautioned that their rights to make any addition, change or alteration to the interior of any portion of their apartment requires the written consent of the Board of Directors by way of an Alteration Agreement. Shareholders are responsible for the maintenance and upkeep of all alterations made to their apartment, whether done by them or previous owner(s). For more information on permissible alterations, please request a copy of an Alteration Agreement from the Management Office.
- At no time may any shareholder cause or permit any alteration to be made to the exterior of any building or common areas.

The fine is \$1000.00 plus any legal fees and full restoration to the area's original condition. In the event that an alteration would have been permitted if an Alteration Agreement were filed, the shareholder may choose to back-file and pay all legal fees.

11. INSTALLATION AND USE OF APPLIANCES.

- Any installation of an appliance must meet the specifications set forth by the appliance manufacturer.
- If the installation of the appliance requires the alteration of any portion of the building (e.g. vent holes, new electrical wiring or gas piping) the proper Alteration Agreement must be filed.
- At no time may a shareholder install or cause to be installed a washing machine or dryer of any type.

The fine is \$100.00 plus any legal fees and full restoration to the area's original condition. In the event that an alteration would have been permitted if an Alteration Agreement were filed, the shareholder may choose to back-file and pay all legal fees.

12. PETS

- No bird, animal or pet of *any kind* shall be kept or harbored in the buildings of Kew Gardens Terrace, unless permission has been expressly granted in writing by the Board of Directors. Permission may be subject to conditions imposed by the Board:
 - With respect to shareholders who were keeping or harboring pets prior to the adoption of this house rule (06/1993), all pets must be registered yearly with the managing agent. Such registration shall include a photograph of the pet, a veterinarian's note stating the approximate age of the pet, and the owner's name and address. The cost of registration is \$50.00 each year.
 - In the event that a registered pet dies, is disposed of, or is otherwise not kept by the shareholder, it may be replaced with Board approval.
- No pet shall be permitted in any of the public or common areas of Kew Gardens Terrace unless it is on a leash.
- Shareholder shall be responsible for any damages to the buildings or common areas caused by their pet.
- Shareholder shall be responsible for the clean up and removal of any pet feces deposited on Kew Gardens Terrace property.
- No shareholder may permit his or her pet to become a menace or nuisance to the community or any resident thereof.
- All pets shall be curbed in such a manner as to be respectful to the comfort and needs of other shareholders.
- Any unleashed pets found running loose shall be reported to the board for removal from the property.
- Pets are not permitted on any grass or garden plot under any conditions.
- No pigeons, birds or other animals shall be fed from the windows, courtyard, sidewalks or other public portions of Kew Gardens Terrace property. Items such as bird feeders and birdhouses will be confiscated on site.

The fine for harboring an un-registered pet is \$100.00 per month in addition to any legal fees the co-op may incur, and immediate removal of the pet. The shareholder is also subject to termination of their Proprietary Lease if they fail to comply with the House Rules.

In the event that a shareholder with a registered pet violates any of the above rules, they are subject to a fine of \$25.00 per occurrence. In the event a shareholder with a registered pet incurs three (3) violations within a twelve (12) month period, they will be considered in violation of their Proprietary Lease and subject to termination of said lease and/or removal of the pet and responsible for any legal fees the co-op may incur.

13. INSECT EXTERMINATION

- Kew Gardens Terrace offers the services of an exterminator at no charge to the shareholder. Participation in this service is voluntary, however, employees of the co-op may enter any apartment or garage upon reasonable notice for the purpose of inspection to ascertain whether measures are necessary to control or exterminate any vermin, insects or other pests.
- If the co-op must take measures, legal or other to control an infestation, the cost of such measures shall be payable by the shareholder.

14. USE OF LOBBIES, COURTYARDS AND OTHER PUBLIC AREAS

- Shareholders, children and guests shall not play in the lobbies, stairways, courtyard, roofs or trees. Lawns and trees shall not be abused, and tree climbing is not permitted.
- Smoking is prohibited in common hallways.
- Shareholders, tenants, and sub-tenants will be held responsible for the action of their children and guests, and will be held responsible for any damages.
- No decorations may be placed in the courtyard or any common area without Board approval.
- No personal property such as tables and chairs may be placed in the courtyard or any common area.
- Personal property should not be left unattended.

The fine is \$50.00 for the first offense, \$75.00 for the second offense and \$100.00 for the third offense and confiscation of the item(s).

15. USE OF SIGNS, NOTICES AND/OR ADVERTISEMENTS

- No sign, notice advertisement or illumination shall be posted on any window or other part of the building or on any Kew Gardens Terrace property except such as shall have been approved in writing by the Board of Directors.

The fine is \$50.00 for each occurrence and removal.

16. REPAIRS/SERVICING

- Under no circumstances are chemicals, toxic or potentially dangerous fluids to be disposed of on Kew Gardens Terrace Property. Individuals caught will be reported to the Environmental Protection Agency.
- In broad terms, the co-op is generally responsible for the maintenance and repair of all work behind the walls of your apartment. Shareholders are generally responsible for all repairs and maintenance within the confines of their apartment. Please contact the Managing Agent for further clarification.
- The shareholder is responsible for any damage from problems or neglect originating in their apartment, and causing damage to other apartments and common areas.
- Under extenuating circumstances the co-op is sometimes forced to make emergency repairs. The cost incurred by such repairs will be billed to the responsible party at a later date.

Some areas of responsibility cannot be easily determined. In such cases (which may include the issues above), the final determination of responsibility will be made once Maintenance and Management has thoroughly inspected and evaluated the situation. Shareholders may ask the Board of Directors to reconsider such determination.

17. EMERGENCY ACCESS

- Employees of the co-op, Management or Maintenance may enter an apartment in case of an emergency.
- In addition, they may also enter the apartment for inspection or for the performance of work that may be reasonably required.
- It is recommended that the Super be given a set of keys to prevent the need to knock in doors or break locks.

18. COMMERCIAL USE OF APARTMENT

- Shareholders and residents of Kew Gardens Terrace may not use their apartments or any common areas for commercial use.

The fine is \$500.00 per month and immediate termination of the Proprietary Lease.

19. ILLEGAL SUBLETS AND RESALES

- The co-op will impose a fine for new or renewal sublets not approved by the Board of Directors in writing.
- All shareholders wanting to sublet their apartment must first contact the Managing Agent and submit a sublet package for Board approval.
- The initial sublet lease must be for a maximum one (1) year term. Renewal of the lease should be a maximum term up to two (2) years.
- All leases must be kept current and on file with the Managing Agent.

The fine is \$1,000.00 for each month of non-compliance plus any legal fees the co-op may incur. The co-op retains the right and may seek the termination of your Proprietary Lease.

20. MOVE IN/MOVE OUT

- A shareholder may move in or move out only between the hours of 8:00AM and 6:00PM on weekdays and 10:00AM and 4:00PM on Saturdays.
- The Management Company must be notified of any move in or move out at least 5 business days in advance.
- A deposit of \$300.00 will be required by the Managing Agent for any move in/move out with return of the deposit based upon inspection by Maintenance.
- The cost to repair any damage to the building or property as a result of moving in or out will be charged to the responsible shareholder.

The fine to be assessed will be based upon an inspection of the area and the extent of the damage caused.

21. SECURING OF INTERIOR AND EXTERIOR DOORS AND HALLWAY WINDOWS

- All common doors should be closed at all times.
- If a common door must be propped open to make a way for a delivery or move in/out, the door may not be propped open from the hinge side as this causes damage to the structure.

The fine is \$50.00 per offense.

22. LATE MAINTENANCE PAYMENTS

- Maintenance bills will be deemed late if they are not received by the Management Company by the tenth (10) day of the month.
- Late payment fees are not refundable.

The fine for late payments is \$20.00 per month.

HOUSE RULES VIOLATIONS

In the event that you observe anyone violating the House Rules, please notify the Managing Agent immediately. Please provide as much information as possible, such as building, apartment number, name (if known), and a description of the violation.

If you do not receive a satisfactory response from our Managing Agent within ten (10) business days, please contact the Board of Directors.

All House Rule violations are subject to a fine, recovery of legal fees and termination of the Proprietary Lease.

The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.

LAUNDRY ROOM

The laundry room is for resident use only and is open 24 hours, 7 days a week. If a washing machine or dryer is not working, please call the 1-800 number provided on the posters in the laundry room. The machines are normally repaired within 24 hours.

STORAGE UNITS

Individual lockable storage units are available in the basement. These lockers are leased and maintained by Bargold, Inc. Please contact Bargold at (718) 247-7000 if you would like to lease a lockable storage unit or if you have any questions.