

# ***APPLICATION FOR SALE***

**WESTBURY TERRACE CONDOMINIUM  
135 Post Ave.  
Westbury, NY 11590**

**Contact Information:**

**Ms. Susan Rubin  
Transfer Agent  
Kaled Management Corp.  
7001 Brush Hollow Road Ste:200  
Westbury, NY 11590  
(516) 876-4800 x 313 Fax (516)-780-8331  
Susan@Kaled.Com  
#516**

**01//2022**

**Westbury Terrace Condominium  
SALES PROCEDURE**

The following items are required in order to process your request to Purchase a unit at Westbury Terrace Condominium.

- 1- Photocopy of fully executed Contract
- 2- The owner must return the following:
  - Damage Deposit Agreement. Sign & return along with a check or money order in the sum of \$200 payable to Westbury Terrace Condominium. Note if move occurs on a Saturday an additional \$200 fee will be required and will be NON-REFUNDABLE.
- 3- The Purchaser must sign, date & return the following documents along with the required fees.
  - A- A processing fee in the amount of \$200 payable to Kaled Management Corp., Inc. This processing fee is NOT refundable under any circumstances, including but not limited to the transaction not consummating or the Board's refusal to issue a Waiver of Right of First Refusal.

**Pages 1 thru 8 of Sales Application:**

- 1-Receipt of Rules and Regulation. Sign Date & Return
- 2-Damage Deposit Agreement. Sign & return along with a check or money Order in the amount of \$200 payable to Westbury Terrace Condominium. Note if move occurs on a Saturday an additional \$250 fee will be required and is NON-REFUNDABLE.
- 3- Emergency Contact form, Complete & sign
- 4- Pet Representation, sign, date & return
- 5-Board Approval Form
- 6-New Owner Notification Contact Info
- 7-Proof of Condo Home Owners Insurance
- 8-Copy of Drivers License for each applicant.

## **RECEIPT of RULES & REGULATIONS**

Board of Managers  
WESTBURY TERRACE CONDOMINIUM  
C/O Kaled Manangement Corp.  
7001 Brush Hollow Rd. Ste.200  
Westbury NY 11590

RE: UNIT #\_\_\_\_\_

As a prospective Owner(s) of the above referenced unit in the after mentioned Condominium, I /we acknowledge receipt of the Westbury Terrace Condominiums Procedure and agree to abide by them.

Purchaser/ Owner\_\_\_\_\_ Date:\_\_\_\_\_

Purchaser/Owner\_\_\_\_\_ Date:\_\_\_\_\_

**DAMAGE DEPOSIT – MOVE IN/OUT**

**BOARD of MANAGERS  
WESTBURY TERRACE CONDOMINIUM**

**RE: Unit #\_\_\_\_\_**

I /we have been advised that the Board of Managers of Westbury Terrace Condominium requires a **Deposit of \$200** by check or money order, to be paid by the proposed Occupants'/Owners for the Move In and Move Out respectively, upon return of this document to the office of the managing agent to indemnify the condominium against any loss which may be sustained resulting from damages to the building or its property in connection with my/our move.

It is also understood that we must arrange an inspection of the premises with the Superintendent of the building immediately after the completion of my/our move and if damages has occurred, I/we agree that the cost of repairs will be deducted from my/our deposit and the balance if any shall be refunded to me/us within a reasonable time. If there is damaged which exceeds \$200, I/we will pay the amount of all additional damages within 10 Days of receipt of notifications by the condominium or its managing agent of the amount due.

I/we are aware that if the Move In-Move Out occurs on a Saturday an additional \$250 Fee will be required and it is NON-REFUNDABLE.

Move In-Move Out times and schedules are found in the House Rules & Regulations. Violations of these Rules & Regulations will forfeit your deposit and may incur additional charges or fees. These violations include storage of moving trucks or vehicles after moving hours, improperly disposal of packing material, boxes, debris, and moving furniture after the required allowed hours.

Purchaser/ Owner:\_\_\_\_\_ Date:\_\_\_\_\_

Purchaser/Owner:\_\_\_\_\_ Date:\_\_\_\_\_

## **EMERGENCY CONTACT FORM**

### **Westbury Terrace Condominium**

ACCESS TO THIS INFORMATION IS RESTRICTED TO THE BOARD OF MANAGERS AND ITS MANAGING AGENT.

Occasionally an emergency or maintenance problem will occur where it is imperative for us to contact who is not at home. Repair work can be hampered when tenants are away on vacation or at work. Extensive damage can be prevented if we have a method of contacting the occupants(s).

UNIT#\_\_\_\_\_

Occupant Name:\_\_\_\_\_

Occupant Name:\_\_\_\_\_

Business Name:\_\_\_\_\_ Tel#\_\_\_\_\_

Business Address:\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

Home #:\_\_\_\_\_ Cell#:\_\_\_\_\_ Email:\_\_\_\_\_

IN CASE OF EMERGENCY CONTACT PERSON:\_\_\_\_\_

Address:\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

Home#\_\_\_\_\_ Bus#\_\_\_\_\_ Cell#\_\_\_\_\_ Email:\_\_\_\_\_

Would you or anyone living with you require assistance in case of a fire or a building evacuation?

YES\_\_\_\_NO\_\_\_\_ This information will be provided to the Westbury Fire Department

Do you have a pet that would need to be removed in the event of your absence? Yes\_\_\_\_ NO\_\_\_\_

Breed:\_\_\_\_\_ Color\_\_\_\_\_ Weight\_\_\_\_\_ Male\_\_\_\_\_ Female\_\_\_\_\_

Is Copy of Unit door key located at WTC office: Yes\_\_\_\_ No\_\_\_\_

Vehicle #1: Year\_\_\_\_\_ Make/Model:\_\_\_\_\_ Plate#:\_\_\_\_\_

Vehicle #2: : Year\_\_\_\_\_ Make/Model:\_\_\_\_\_ Plate#:\_\_\_\_\_

**PET REPRESENTATION for OWNERS**

**BOARD of MANAGERS  
WESTBURY TERRACE CONDOMINIUM**

**RE: Unit #\_\_\_\_\_**

**Any NEW OWNER(s) of a Unit at Westbury Terrace Condominium may harbor a pet as long as the Board of Managers has approved the Unit Owners(s).**

**All request for a pet ownership must be submitted in writing first to the Board of Managers  
See list of dogs that are allowed & approved by Board of Managers in the House Rules & Regulations handout.**

**Purchaser/Owner\_\_\_\_\_ Date:\_\_\_\_\_**

**Purchaser/Owner\_\_\_\_\_ Date:\_\_\_\_\_**

## **BOARD APPROVAL FORM**

Board of Managers  
WESTBURY TERRACE CONDOMINIUM

RE: UNIT # \_\_\_\_\_

I certify and warrant that all of my representations listed on this application are true and complete. I further state that I am not purchasing a unit under any other name.

I have never been dispossessed from any other unit nor am I being dispossessed. I will abide by all the rules and regulations of the condominium including the House Rules and other provisions.

Purchaser/ Owner \_\_\_\_\_ Date: \_\_\_\_\_  
Purchaser/Owner \_\_\_\_\_ Date: \_\_\_\_\_

This application must be approved by the Board of Managers before the sale procedure can take place.

Application is:      Approved: \_\_\_\_\_  
                                 Disapproved: \_\_\_\_\_  
                                 Date: \_\_\_\_\_

By: President: \_\_\_\_\_  
                         Sign  
                         \_\_\_\_\_  
                         Print

**NOTIFICATION OF OWNERS ADDRESS, TELEPHONE & EMAIL**

BOARD of MANAGERS  
WESTBURY TERRACE CONDOMINIUM

RE: Unit #\_\_\_\_\_

Effective as soon as CLOSING Date all correspondence and Common charges for  
Unit#\_\_\_\_\_

At 135 Post Ave Westbury are to be sent to the following address below:

:

You may also reach me at:

Cell#:\_\_\_\_\_Home#\_\_\_\_\_

Email:\_\_\_\_\_

Purchaser/Owner:\_\_\_\_\_Date:\_\_\_\_\_

Purchaser/Owner:\_\_\_\_\_Date:\_\_\_\_\_



**PROOF OF HOME OWNERS CONDO INSURANCE**

BOARD of MANAGERS  
WESTBURY TERRACE CONDOMINIUM

RE: Unit #\_\_\_\_\_

**Attach Binder to this Page :**

**DRIVERS LICENCE FOR EACH OWNER/OCCUPANT**

**BOARD of MANAGERS  
WESTBURY TERRACE CONDOMINIUM**

**RE: Unit #\_\_\_\_\_**

**Attach Copy of Drivers License to this page.**

Westbury Terrace Condominium

EMERGENCY CONTACT FORM

ACCESS TO THIS INFORMATION IS RESTRICTED TO THE BOARD OF MANAGERS AND ITS MANAGING AGENT.

Occasionally an emergency or maintenance problem will occur where it is imperative for us to contact who is not at home. Repair work can be hampered when tenants are away on vacation or at work. Extensive damage can be prevented if we have a method of contacting the occupants(s).

To avoid this problem, we are requesting that you fill in the information below (please print)

UNIT#\_\_\_\_\_

Occupant Name: \_\_\_\_\_

Occupant Name: \_\_\_\_\_

Business Name: \_\_\_\_\_ Tel# \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell#: \_\_\_\_\_ Email: \_\_\_\_\_

IN CASE OF EMERGENCY CONTACT PERSON: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home# \_\_\_\_\_ Bus# \_\_\_\_\_ Cell# \_\_\_\_\_ Email: \_\_\_\_\_

Would you or anyone living with you require assistance in case of a fire or a building evacuation?

YES\_\_\_NO\_\_\_ This information will be provided to the Westbury Fire Department

Do you have a pet that would need to be removed in the event of your absence? Yes\_\_\_ NO\_\_\_

Breed: \_\_\_\_\_ Color \_\_\_\_\_ Weight \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

Is Copy of Unit door key located at WTC office: Yes\_\_\_ No\_\_\_

Vehicle #1: Year \_\_\_\_\_ Make/Model: \_\_\_\_\_ Plate#: \_\_\_\_\_

Vehicle #2: Year \_\_\_\_\_ Make/Model: \_\_\_\_\_ Plate#: \_\_\_\_\_

# WESTBURY TERRACE CONDOMINIUM

## House Rules & Regulations Acknowledgement

The undersign Owner/Resident of the Westbury Terrace Condominium located at 135 Post Ave Westbury NY 11590 has received a copy of the Condominium House Rules & Regulations and agreed to abide by the house rules thereof.

Name: \_\_\_\_\_ Unit#: \_\_\_\_\_

Name: \_\_\_\_\_ Unit#: \_\_\_\_\_

Date: \_\_\_\_\_

Board Members Present:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

# **Westbury Terrace Condominium**

**Board of Managers**

## ***Procedures, Rules & Regulations***

Revised Edition, 2019  
By  
Board of Managers  
Westbury Terrace Condominium  
135 Post Avenue  
Westbury, NY 11590

## **PURPOSE AND ACCOUNTABILITY**

The Board of Managers is charged with the responsibility of managing the building to ensure that it is operated in a safe, efficient and professional manner. This will enhance the quality of life of all unit owners and residents in the building and promote good order.

The Procedures, Rules and Regulations contained herein supplement the By-Laws of the Association and provide guidance to the owners and residents who live at 135 Post Avenue, Westbury, New York.

The Procedures, Rules and Regulations that follow apply to all unit owners and residents in the building equally. Unit owners are responsible and answerable for the behavior of their tenants, as well as the behavior of any guests. Failure to comply with the rules and regulations may result in a fine or other action as deemed appropriate by the Board of Managers.

Submit suggestions concerning the Rules and Regulations in writing to:

Board of Managers  
Westbury Terrace Condominium  
135 Post Avenue  
Westbury, NY 11590

The following Rules and Regulations reflect a change from previous versions. In many instances the change may only be corrected grammar or better wording, but some are substantive. The Board recommends that you read the entire package and then maintain it in your files. The Rules and Regulations herein become effective upon distribution.

Air Conditioners – Rule 5  
Bike Room – Rules 3 and 5  
Board Meetings – Rule 2  
Building Modifications – Rules 5 and 7 (See also Appendix A on “Renovating Your Unit”)  
Carts – Rule 3  
Common Charges – Rule 4  
Complaints – Rule 4  
Deliveries – Rules 3, 4, and 5  
Fines – Rules 1 and 3  
Garbage – Rules 8, 9, and 11  
General Rules – Rules 2, 4, and 4  
Mail Delivery – Rules 2, 3, 4, and 5  
Moving – Rules 4 and 7  
Parking – Rules 2, 4, 7, 11, 20, and 31  
Pest Control – Rule 1  
Pets – Rules 1, 2, 3, 5, 6d, 16  
Recreation Room – Rules 11, 12  
Sales/Rent – Rule 1  
Security – Rules 1 and 6  
Storage Room – Rule 3

### **AIR CONDITIONERS**

1. No air conditioner may protrude from the air conditioner sleeve. No unit owner shall permit any such device to leak condensation or to make any noise, which may disturb or interfere with the rights, comfort or convenience of any other occupant of the building.
2. If any air conditioner shall become rusty or discolored, the unit owner shall have it painted in a good and workmanlike manner in a standard color selected by the Board for this building. This will be done at the unit owner's expense.
3. If a unit owner shall fail to keep any air conditioning unit in good repair or order, the Board in its discretion may remove the air conditioner, charging the cost of removal to the unit owner. The device shall not be replaced until the Board is satisfied that it has been put in proper operating condition.
4. Unit owners will be responsible for the costs resulting from leaks occurring in the apartments below or on the condominium's exterior wall as a result of said owner's air conditioner.
5. Installation, removal and maintenance of all air conditioner covers are not the responsibility of Westbury Terrace. WTC employees are not permitted to install any covers on the exterior of the building.

### **BIKE ROOM**

1. All bicycles in good repair must be stored in the Bike Room. They may not be kept on the terraces.
2. Any bicycle stored in the Bike Room must be tagged with the resident's name and unit number. Management may remove untagged bicycles at their discretion.
3. Access to the bike room is available from management.
4. Use of the bike room is based on a space available basis. Spaces will be allocated according to a priority wait list to be maintained by the superintendent and/or building management.
5. The use of the Bike Room is limited to unit owners only.

### **BOARD MEETINGS**

1. In months when the Board of Managers will meet in open session, the meetings will be conducted at the Board's discretion in the Recreation Room. All owners/residents are welcome to attend. In addition, the Board may meet in closed working session as often as it deems appropriate.

2. An Annual Unit Owners meeting will be held as close to June 15<sup>th</sup> of each year as scheduling permits. At this meeting (or any Special Unit Owners meeting during the year), all residents are permitted to attend, but only unit owners or those with a valid proxy may vote. Notification of date, time and place of all special unit owners meetings will be issued, in the case of a by-law amendment vote, one month prior to the meeting. Official notification will be made at 10 days but not more than 20 days prior to the meeting.

### **BUILDING MODIFICATIONS**

1. No balcony shall be enclosed, altered, landscaped or covered by any awning, or otherwise, without the consent in writing from the Board.
2. No exterior awning, window guard, radio, or television antenna shall be attached to or hung from the exterior of the building. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building except as shall have been approved in writing from the Board.
3. Unit owners should not use a plaster compound when redecorating their ceilings. Because of the original finish, only paint will take hold. Plaster will flake and fall off.
4. Plans for any proposed modification to a structural (i.e., weight bearing) wall within an individual unit, or to any plumbing, wiring, external wall, terrace, window, door or any common element **must be submitted in writing and approved** by the Board and Managing Agent prior to the start of construction. This includes the installation of lights or electrical outlets on the terrace, the enlargement of rooms or doorways, or alteration to the external appearance of the building (see By-Laws, Article V, Section 1.4).
5. Any individual doing work on structural walls, plumbing or heating alterations, electrical alterations, external wall, terrace, window door, or any common element must present proof of liability coverage to Westbury Terrace Condominium before work may commence, and must name Westbury Terrace Condominium as an additional insured for the duration of the project.
6. The surfaces of the terraces are not permitted to be covered. This adversely affects the waterproof covering on the terraces. Any object placed on the balcony must be on supports that allow circulation beneath that object.
7. For further information on modifying your unit, see Appendix A (attached).

### **CARTS**

1. Carts are available in the back lobby for resident use in transporting packages to their units. Residents are to return the carts to the lobby immediately after use. They are not



to be left in the elevators. Carts are not to be used in the Laundry Room. ***NOTE: Do not request any employee of WTC to retrieve carts from the elevators for residents.***

2. Residents may only use one cart at a time.
3. Carts are limited to lightweight packages and groceries only. Pets or young children are not permitted to be in the cart.

### **COMMON CHARGES**

1. Common charges will consist of the following fees: Operating Fund (General Maintenance), Capital Reserve Fund and Capital Repair & Replacement Fund and any bulk services subscribed to by the condominium.
2. A payment defined herein as a common charge, assessment fee or previously imposed fine will be considered late after the 15<sup>th</sup> day of the month in which it is due.
3. The Board of Managers may give special consideration for extraordinary circumstances.
4. Fines for late payment of common charges, assessments, fees and fines will be assessed as below:
  - 1<sup>st</sup> late payment: \$ 25
  - 2<sup>nd</sup> late payment: \$ 50
  - 3<sup>rd</sup> late payment(s): \$ 150
  - If a delinquency occurs again within six months of the last late payment, the maximum \$150 late payment fee will be charged per month until the account is up to date.
  - Late fees will revert back to the original late fee schedule if a delinquency occurs after the account has been kept current for six months.
5. In the event of an ongoing delinquent payment, WTC's attorney will be notified and collection proceedings will go forth. In addition, all expenses, including all reasonable attorney's fees, including costs and disbursements, incurred by WTC in order to collect, plus any accrued late fees will be added to the owner's outstanding balance.
6. No unit owner, more than 60 days in arrears on common charges, fees or fines, is eligible to serve on the Board or a committee.

### **COMMON ELEMENTS**

1. The Board reserves the right to decide whether a Unit Owner should remove an item or items from the terraces.
2. No clothing, sheets, blankets, cloths, curtains, rugs or other articles may be shaken, aired or dried from or on any of the windows, doors or balconies.

3. The Board reserves the right to curtail or relocate any portion of the common elements devoted to storage or service purposes in or out of the building.

### **COMPLAINTS**

1. All complaints, requests or suggestions should be presented to the Board of Managers or their representative in **written** form **AN ANONYMOUS NOTE WILL NOT BE JUDGED OR ACTED UPON.**
2. Any transgression on the part of any resident that impacts on the welfare of the community should be reported to the Board of Managers or its representative in writing.
3. No complaint, request or suggestion may be communicated from an individual unit owner or resident directly to the condominium's attorney without prior Board approval. Any charges to the condominium as a result of actions taken by WTC's attorney in reacting to such an individual request will be billed to that individual.
4. The WTC Board will generally not become involved in disputes between neighbors. The Board, at its discretion, may get involved and take whatever action is deemed necessary, if the issue is one that affects the entire community.

### **DELIVERIES**

1. All deliveries must come into the South Side rear door of the building.
2. Deliveries may be accepted during the hours of 8:00 AM and 4:00 PM on weekdays and should be scheduled with the superintendent in advance.
3. A deposit of \$200 made out to Westbury Terrace Condominium will be given to the WTC superintendent. The elevators must be padded for all deliveries and item removals. The deposit will be returned by the superintendent after the elevators and common areas have been inspected and no damage has been found. If any damage is found, the cost of remediation will be deducted from the deposit before it is returned.
4. Saturday deliveries will require an additional **NON-REFUNDABLE FEE**. A separate check of \$50 is to be given to the superintendent.
5. **NO DELIVERIES WILL BE ACCEPTED ON SUNDAYS AND LEGAL HOLIDAYS.** When the superintendent is on his days off or vacation, the deposit will be given to the doorman. Upon completion of the delivery and elevator inspection, the deposit will be returned by the doorman. A record of accepting and returning the deposit will be documented in the doorman's Activity Log.

### **FINES**

1. Violation of these Procedures, Rules and Regulations, as well as the By-Laws, by unit owners, tenants and occupants or their guests will result in a levying of fines by the

Board upon the unit owner in accordance with the following schedule, unless otherwise noted in another rule:

- |  |   |
|--|---|
| A. 1 <sup>st</sup> Occurrence:                   | Written Warning                             |
| B. 2 <sup>nd</sup> Occurrence:                   | \$100 Fine per Incident per Month           |
| C. 3 <sup>rd</sup> and subsequent Occurrence(s): | \$200 per Incident per Month until Resolved |
2. If the same violation persists beyond a 3-month period, in addition, the WTC attorney will be notified and all expenses, including all reasonable attorneys' fees, including costs and disbursements, incurred by WTC in order to collect, will be passed onto the unit owner.
  3. The Board will not reconsider cases where a previous Board levied fines against a unit owner or tenant. All fines will remain in effect until paid. Unpaid fines accrue late charges. Those residents not complying will be considered in arrears.
  4. Violation of the delivery procedures is subject to a minimum fine of \$250 and will be added to any monies due WTC.
  5. For rules concerning move ins/outs, which are considered more extensive and time-consuming than a simple delivery, refer to the section labeled move in.

### **FIRE PREVENTION**

1. Lighted or smoldering matches, cigarettes, ashes, cigars or any matter that might cause a fire should not be thrown down the compactor chute.
2. Barbecuing is permitted on the terraces. Electric starters can be used and fire extinguishers must be nearby. Fires must be attended at all times and proper fire safety precautions must be observed. Use of propane gas barbeques or liquid accelerant or presence of propane tanks is prohibited by WTC because it constitutes a misdemeanor in Nassau County and is punishable by a fine of \$2,000 by the Fire Marshall's office.
3. No resident or visitor shall at any time bring into a unit any flammable, combustible or explosive fluid, material, chemical or substance.
4. All units MUST have a working smoke detector and carbon monoxide detector according to the Village of Westbury regulations. The Board of Managers reserves the right to inspect these devices at regular intervals and replace any malfunctioning alarms at the unit owner's expense.
5. In accordance with the New York State Clean Indoor Act and the Nassau County Public Health Ordinance, smoking is prohibited in the public portions of the building. *These areas include the lobby, hallways, elevators, laundry room, rest rooms, pool and recreation rooms.*

6. *Smoking is not permitted in any indoor or outdoor common areas of WTC.* This includes the pool area, the parking lot, the grounds, and any space over which WTC has jurisdiction including the workshops and storage area on the first floor, the super's apartment, the WTC office, the rec room, laundry room, restrooms, and any unit under WTC control. Residents and guests may smoke on the strip of grass directly outside the gate on Orchard Street, but must exit the property completely before smoking along the Post Avenue perimeter.
7. If smoke from an individual unit invades common areas, e.g., the hallways, the unit owner will be required to take remedial actions in his apartment to alleviate the problem. Solutions may include, but are not restricted to, insulating any air leaks or installing a filter system within their unit.
8. Electrical equipment of any nature installed or used in a unit must fully comply with the regulations of the New York Board of Fire Underwriters. The unit owner alone shall be liable for any damage or injury caused by any electrical equipment in his or her unit.

#### **GARBAGE**

1. All garbage must be securely double-bagged in plastic and tied before disposing of it down the compactor chute. Avoid large bags that might get stuck in the chute.
2. All biological waste must be securely triple-bagged and disposed of in the dumpster in accordance with standard healthcare practices.
3. No cooking oils or grease may be poured down the sink drain. Oils should be collected in a container and allowed to solidify (in refrigerator or freezer) and disposed of with bagged garbage.
4. Only magazines, wire coat hangers neatly tied together and boxes larger than the chute opening should be placed in the compactor room and **broken down by resident**. Newspapers and other recyclables should be placed in boxes provided for that purpose.
5. The superintendent or porter should be notified immediately if spillage occurs in any of the common areas.
6. If glass breakage occurs, wrap broken material carefully and dispose of it in the appropriate recyclable container.
7. Residents must follow the rules for recycling and wash all bottles and cans before depositing them in the orange-colored containers. Please note the Nassau County list of recyclables posted in the compactor room.
8. Empty paint cans or hazardous materials are not to be left in the compactor room. They may not be discarded in the dumpster area on the south side of the building near the railroad tracks. Contact the superintendent for appropriate disposal procedure.

9. Pizza boxes or any other food containers must be broken down and put into secured plastic garbage bags before throwing them down the chute. Do not leave them openly exposed without being bagged in the compactor room as they attract pests.
10. Soil, dirt, sand, potting soil, and plant remains must be completely contained in a bag and carried out to the dumpster. This includes discarded Christmas trees.
11. Transgressions against these rules for proper refuse disposal will be subject to an immediate \$100 fine. In the case where an illegal disposal presents a safety risk to Westbury Terrace Condominium or its residents, the fine will escalate to \$500. Safety risks include, but are not limited to, unsafe disposal of glass and sharp objects; any object which could become a projectile in the chute; any biological waste not triple-wrapped; used syringes and pharmaceutical paraphernalia. Offender will be responsible for any medical expenses caused as a result of their improper disposal.

### **GENERAL RULES**

1. Personal disputes between residents should be resolved amongst themselves.
2. Disrespectful behavior on the part of any Westbury Terrace resident or their guests towards any Westbury Terrace Condominium employee, vendor or contractor will not be tolerated. Concerns about above mentioned employees, vendors or contractors should be addressed in writing to the superintendent or management. Any such behavior will be fined per the fine schedule.
3. Any unit owner found to be allowing an employee of WTC to do private work during the hours said employee is working for WTC may face a fine of \$200, and that employee may face **immediate** dismissal. If you want to have any of our employees do private work for you, please make sure that the work is being done on the employee's own time and not during the time they are being paid to work for WTC.
4. Children shall not play in the public halls, lobby, elevators, stairways, roof, or parking lot.
4. No one may sweep or throw anything from the terrace, or permit anything to be swept or thrown from the terrace.
5. No public hall or elevator vestibule of the building shall be decorated or furnished by any resident. No items of a personal nature other than a doormat may be placed in the halls by the entrance to a unit. This includes, but is not limited to, shoes, boots, seasonal decorations, plants, furniture or statuary.
6. No bicycles or scooters shall be taken into or from the building through the main entrance or be allowed in any of the elevators. No baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, courts or other public areas in the building. All of the foregoing should be stored in designated areas.

7. The sidewalks, entrances, passages, courts, public halls, elevators, lobby, corridors, and stairways of the building shall not be obstructed or used for any purpose other than ingress or egress from the units.
8. Washing machines, clothes dryers, or garbage disposals are not permitted within individual units.
9. Residents must wear foot covering at all times in the halls or on the grounds.
10. Unit doors must be kept closed at all times except when in actual use for ingress and egress to and from public corridors.
11. No commercial, political or charitable solicitation by resident or non-resident shall be permitted without prior consent of the Board.
12. No occupant of the building shall send an employee of WTC out of the building on any private business nor engage the employees of WTC to do personal work during the employee's work hours.
13. No one is permitted at any time or for any reason whatsoever to enter or attempt to enter the roof area of the building. If so, an alarm will sound in the building and will also summon the police. Any charges resulting in resetting the alarm will be billed to the offending unit owner.
14. Toilets and sinks in the building shall not be used for any purpose other than those for which they were designed nor shall any sweepings, rubbish, rags or any other article be thrown into them. Any damage resulting from misuse of any toilets or sinks in the building shall be repaired and paid for by the unit owner.
15. Unit owners should make every effort to keep thresholds (door saddles) clean. The door saddle is the responsibility of the unit owner. It is not a common element. Replacement of thresholds must be with one that conforms to the color, style and material as those currently in use in the building.

### **INSURANCE**

1. Unit owners are required to carry a condominium home owner's insurance policy. Proof of coverage must be presented to the managing agent before moving in. Proof of renewal must be submitted to the managing agent each year on the anniversary of the policy.

### **LAUNDRY ROOM**

1. The washing machines and dryers in the Laundry Room shall be used in such a manner and at such times as the Board may direct. **No person may use more than 2 washing machines and two dryers at one time** or leave clothing in the machine beyond the washing or drying cycle.

2. If the rules of the Laundry Room are disregarded, a warning will be issued in writing to the resident after the 1<sup>st</sup> offense. Successive violations will result in fines levied according to the fine schedule.

### **LOCKS/KEYS**

1. If any key(s) is entrusted by a unit owner or tenant or by any member of his or her family to anyone else, the acceptance of the key(s) shall be at the sole risk of the unit owner. Neither the Board nor the building management shall be responsible for injury, loss or damage of any nature whatsoever directly or indirectly resulting from or connected therewith.
2. The Board should retain a passkey to each unit. The unit owner or tenant shall not alter any lock or install a new lock on any door leading to his or her unit without advising the Board in writing. **The Board shall be provided with a working key to that unit for use in case of emergency.**
3. If any unit owner fails to submit a key for his or her unit to the Board, he or she will be held responsible for locksmith fees and/or repair/replacement of the door if forced entrance is necessary in any situation deemed an emergency by a WTC Board member, a WTC employee or a first responder. The unit owner is responsible for replacing the door with a door of the same type within 30 days. Failure to do so will result in the Board replacing the door and billing the unit owner for its cost and the cost of installation.
4. If the Board deems it necessary for security reasons to change the locks on the exterior doors, one new key per unit will be issued. If this was necessitated by carelessness of a unit owner or tenant in either losing the key or failing to retrieve all keys from departing tenants, the cost of new locks and keys, including installation, will be billed to the responsible unit owner.

### **MAIL DELIVERY**

1. Residents are requested not to interfere with mail delivery. Please do not enter the mailroom until the mail person has sealed all the mailboxes again.
2. Door attendants are not to hold mail for residents during an absence. Excess mail that does not fit in the mailbox will be returned to the post office.
3. Door attendants will accept packages, special delivery, Federal Express deliveries, etc. for residents at their own risk. Such deliveries will be held at the desk or in the package room until retrieved and signed for by the addressee. If a resident does not wish the door attendant to accept delivery for him, the management office should be notified in writing. Residents retrieving packages from the door attendant must sign for them.
4. Door attendants are not permitted to sign for registered or certified mail or a delivery of medicine or medical supplies.

5. Officers of the Court and Process Servers will not be granted access to the resident floors, unless authorized by the WTC Board of Managers. First responders (defined as rescue squad, fire and/or police personnel) will be granted immediate access.

### **MOVING**

1. No new resident (owners or tenants) may move in until they have met with the welcome committee.
2. Notify the superintendent and the management office at least 2 weeks prior to a proposed move in or out of a unit to schedule a date.
3. At the time of notification of moving, the management office is to receive a \$200 check or money order as deposit against possible damage to common areas. After inspection by the superintendent, the deposit will be refunded. If any damage to common areas is noted, the dollar amount of the damage will be retained from the deposit. If the damage amount exceeds \$200, the deposit will be retained and the unit owner billed for the amount in excess of \$200.
4. Moves are to be made between the hours of 8:00 a.m. and 4:00 p.m. on weekdays. If it is necessary to move in or out on a Saturday, a non-refundable fee of \$250 must be paid when the management office is notified of the intent to move. No moves may be made on Sunday or legal holidays.
5. Violation of the moving procedure is subject to a fine of \$200 and will be added to any money due WTC.
6. For regulations concerning deliveries, refer to the delivery section.
7. Move-ins and deliveries are to be accomplished via the ground floor entry doors and then either the elevator or the stairwells. Nothing may be delivered or moved out via the windows.

### **NOISE**

1. No resident shall play or allow to be played any musical instrument, television, radio, or similar device with a loudspeaker in his or her unit between the hours of 10:00 p.m. and 7:00 a.m. in conformance with the Village Code, Section 25, Subsections 1 and 2, in a manner which disturbs or annoys other occupants of the building. Offending residents will receive a warning in writing from the Board. Second and additional, corroborated complaints against the same owner will result in a fine.
2. No resident or visitor shall make or permit any disturbing noises in the building or do or permit anything to be done therein that will interfere with the rights, comforts or convenience of other residents.

### **PARKING**



1. Every possible attempt will be made to accommodate handicapped resident's parking needs as close to the doors as possible. Residents should notify the office of any physical conditions that should be taken into consideration.
2. WTC will provide parking stickers (limit 2) per unit for vehicles registered to owners residing in WTC. Non-owner residents will be permitted one sticker per unit. Owners no longer residing in the building will be asked to relinquish their parking sticker(s). The stickers are to be affixed in a visible area in the rear of the car. Vehicles without the appropriate stickers will not be permitted to park within WTC property. Unit owners or residents housing a third vehicle on the property will be fined according to the parking violation fine schedule at the end of this section until the third vehicle is removed from the property. Vehicles include, but are not limited to, cars, trucks, motorcycles, or motor scooters.
3. Stickers will be issued only for vehicles registered to residents in the unit requesting the sticker. Proof of valid registration must be presented when requesting a sticker.
4. Overnight guest parking will be limited to the visitor's spaces in front of the building. Parking overnight in the rear of the building is reserved for vehicles with proper identification (i.e., parking stickers). License plate numbers of visitors parking overnight or for longer periods of time must be supplied to the door attendant to avoid the vehicle being towed.
5. No guest shall park in a reserved numbered space. Guests with valid WTC temporary parking permits may be permitted to park in the rear of the building under certain circumstances and with permission of the superintendent. Doormen must be apprised of whom they are visiting and what spot they are in.
6. Residents may park in the visitor spots in front of the building only for a period no longer than 20 minutes.
7. All vehicles, whether in the front or the rear of the building, must be parked head in within the lines provided.
8. Only one vehicle may occupy one parking spot; no doubling up of vehicles.
9. All motorcycles must have a board under the kickstand when parked.
10. No vehicle shall be parked on the grass or any landscaped area of WTC.
11. No vehicle belonging to a unit owner or to a member of the family, a guest, tenant or an employee shall be parked in such a manner as to prevent ready access to the entrance or exit of the building or another parking space. The length and width of vehicles housed on the property must fit within the lines marking each parking spot. Non-compliant vehicles will be subject to the parking fine schedule.
12. The loading zone space in front of the building is for the discharge or picking up of a passenger and for emergency vehicles only.

13. The two handicap designated spots in the south lot are reserved for guest handicapped parking. (edited 7-14)
14. Parking space by the south door designated LOADING ZONE is for quick loading and unloading of packages only, not move in/outs. (20-minute limit unless permission is granted by the Board).
15. Major repairs to vehicles, including painting and draining of fluids, on WTC property are not permitted.
16. No vehicle with commercial plates and/or commercial signs or visible commercial equipment may be parked overnight at WTC.
17. No recreational vehicles, i.e., boats, campers, trailers or ATV's will be permitted to park at WTC.
18. Buses are not permitted to park on WTC property.
19. No Unregistered, Unlicensed, Uninspected or Immobile vehicle shall be permitted to park on WTC property. A notice will be placed on the vehicle stating the above offense must be corrected within 72 hours or the vehicle will be subject to towing at the owner's expense.
20. Assignment of covered parking spaces (1 per owner-occupied unit) shall be on the basis of seniority of unit purchase date. If said unit is leased, the covered space will be vacated and assigned to the next unit owner on the parking list. Upon moving back to WTC, the unit owner will be given preference for the next available covered space. Renters will not be assigned to a covered space.
21. Unit owners who no longer make their primary residence at WTC must relinquish their covered parking space. "Primary Residence" is defined as 183 days of physically residing at WTC during any calendar year. Upon return to WTC on a permanent basis, the unit owner will be given preference for the next available covered space.
22. Unit owners who do not own a car will not be assigned a covered parking space. Should a unit owner occupying a covered spot no longer have a car, they will be given six months to obtain one. If they still have no car after six months, they forfeit their covered spot and will be assigned an uncovered one. Should a car be obtained in either instance, the unit owner will be given preference to a covered space in accordance with their date of ownership.
23. Only unit owners in good standing at the time a covered spot becomes available will be eligible for that spot.
24. A unit owner may not transfer the use of their assigned space.
25. No unit owner may rent for a fee his or her assigned parking space.

26. Washing of vehicles by residents is restricted to the northeast corner of the Orchard Street side of the parking area. This space is to be kept vacant for such use.
27. It is the responsibility of the resident to inform his or her guests of these rules.
28. For security reasons, parking assignments will not be posted. The list will be available with the doorman in case of an emergency.
29. Vehicles may be covered while in the parking lot, provided that the cover is removed from the lot when the vehicle is not in the parking space. Covers must be material, of an unstructured nature, and open at the bottom for circulation. Portable parking structures are not permitted.
30. Remote starters may not be used with vehicles parked under the building.
31. Violations of the parking rules shall be punishable as follows:

1<sup>st</sup> Offense:

Residents:	Warning letter
Non-Residents:	Illegal parking sticker on window of vehicle

2<sup>nd</sup> Offense:

Residents:	\$150 fine
Non-Residents:	Vehicle towed away at owner's expense

3<sup>rd</sup> and Continued Offense:

Residents:	\$250 per incident and vehicle is subject to being towed
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### **PEST CONTROL**

1. Westbury Terrace Condominium engages an exterminator service for preventative measures. Any infestation will be the responsibility of the affected unit owner to remediate. Any resident who does not wish to have their unit sprayed at regular intervals can make arrangements with the management office. There is no additional charge for this preventative service to the resident.
2. Upon written complaint, Board members or the management office, as well as any contractor or workman authorized by the Board or the management office, may enter any room or unit in the building at any reasonable hour of the day for the purpose of inspecting such unit for the presence of vermin, insects or other pests.
3. If remedial extermination in a unit is deemed necessary due to negligence on the part of a resident, the Board reserves the right to order extermination services. Any and all expenses associated with the extermination will be charged to the responsible unit owner.
4. The superintendent will always accompany the exterminator.

## **PETS**

1. Before any unit owner acquires a pet, they must request permission from the Board in writing. Renters are not permitted to have pets. **If you acquire a dog without requesting permission from the Board, you will be asked to remove the dog from the premises.**
2. The following 11 dog breeds regularly make insurance companies “bad dog” lists: Akita, Alaskan Malamute, Boxers, Bull Mastiff, Cane Corso, Chow Chow, Doberman Pinscher; German Shepherd; Schipperke, Pit Bull; Presa Canario; Rhodesian Redback; Rottweiler; Siberian Husky; Staffordshire Bull Terrier; Wolf hybrid. These dogs, whether purebred or as part of a mixed breed, are **not** permitted at WTC. This list may be subject to change based on current insurance regulations.
3. Exotic animals, including but not limited to ferrets, pigs and snakes are not permitted.
4. All pets must be spayed or neutered.
5. Cat litter may not be disposed of in toilets. Nor may any cat litter or pet waste be dropped down trash chutes. They must be triple-wrapped and taken to the dumpster.
6. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
  - a. Personal injury or property damage caused by unruly behavior.
  - b. Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for ½ hour or more to the corroborated disturbance of any person at any time of day or night.
  - c. Pets in common areas which are not under the complete control of a responsible human companion, and on a short hand-held leash or in a pet carrier.
  - d. Animals that relieve themselves on any WTC common areas. This includes, but is not limited to the walkways and lawn/parking lot areas on the property.
  - e. Animals that exhibit aggressive or vicious behavior.
  - f. Pets which are conspicuously unclean or parasite-infested.
5. Feeding, caring for, or otherwise aiding stray animals is prohibited. Injured or stray animals shall be reported to the Humane Society for pick-up.
6. Owners are responsible for visiting pets that are subject to the same restrictions as resident pets.
7. Pet owners shall indemnify WTC and hold it harmless against loss or liability of any kind arising from their pet(s).

8. Any unit owner, resident or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance. If the complaint is not satisfied voluntarily, it must be put in writing, signed and presented to the Board of Managers at WTC. If the Board can corroborate such complaint, the pet owner will receive written notice of the violation.

If upon the 2<sup>nd</sup> violation(s) the problem is still unresolved, arrangements will be made for a hearing. At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof. The Board of Managers may require the permanent removal of any pet, if said pet is determined by the Board to be a nuisance or a danger to WTC and its residents.

If so determined, the pet owner will have 30 days to remove the pet from the premises. The Board also has the authority to assess and collect fines for violations of the rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

8. At no time shall any pet be permitted unleashed in any common areas of the building.
9. No renter will be permitted to house a pet (defined as a mammal, bird or reptile) in the building.
10. Residents **MUST IMMEDIATELY** clean up any mess made by their animal in any common areas inside or out (including the parking lot). Residents who do not conform to this rule will be initially fined \$50 without a warning letter. **It is a Village of Westbury ordinance that all residents clean up after their dogs.** Dogs **MUST** be taken outside the WTC gate to relieve themselves.
11. Dogs are to be controlled and on a leash at all times on WTC common property. They may not be permitted to jump on people.
12. The terrace is not a dog run. Dogs are NEVER to be left on the terrace alone.
13. Pets are not permitted in the pool area.
14. All dogs must enter and exit the building through the rear doors. Residents walking dogs may not use the front door. Guests entering the building with a pet are allowed to use the front door.
15. Pets are to be kept clean and quiet in the apartments, halls, terraces, common areas and on the grounds.
16. Seeing-eye dogs or other medically authorized service pets working as aides to a disabled person will not be restricted by the rules governing pets. They must however, be quiet and clean and be walked off the property to relieve themselves.

POOL

1. An adult resident must accompany all juveniles under the age of 18 and any guests.
2. Jumping or diving into the pool is not permitted except from the far end of the pool where the water is deepest. No running within the pool confines.
3. Foot coverings must be worn in all common areas exiting and entering the pool.
4. No food will be allowed in the pool area as recommended by the Nassau County Board of Health with the exception of Board-sanctioned building events. Only beverages in non-breakable containers are permitted.
5. The Board and/or condo management have the authority to:
  - a. Limit the number of persons in the pool area.
  - b. Expel any person from the pool or pool area for cause.
  - c. Close the pool for inclement weather or temperatures below 70 degrees Fahrenheit, or any conditions deemed unsafe.
6. Objects other than swimming aids are not permitted in the pool.
8. The maximum number of bathers in the pool at any time is 25 persons.
9. **There is NO lifeguard on duty. As there is no lifeguard on duty, swim at your own risk.** Per insurance requirements, all residents using the pool must sign a waiver holding WTC harmless.
10. Access to the pool will be by use of a restricted key. Only 1 key will be issued per unit. Replacement keys cost \$50. All keys must be returned after the pool season.
11. A guest is herein defined as any person who does not live at Westbury Terrace Condominium on a regular basis.
12. The pool cannot be reserved for private use.
13. The hours of operation of the pool are 6:00 a.m. until 10:00 p.m.
14. Personal items must not be left in the pool area. Personal items left in the pool area overnight may be disposed of.

#### **PURCHASE OF OFFERING PLAN**

1. In the event that someone needs the offering plan, by-laws and the subsequent amendments, it can be purchased for a fee of \$150.00 from the managing agent.

## **RECREATION ROOM**

1. Residents may rent the Recreation Room for personal use only. According to the Village of Westbury Fire Code, the maximum number of people allowed in the Recreation Room at any time is 75. No function may be planned which will exceed this limit.
2. A resident interested in using the room should notify the building superintendent as soon as possible of the date desired, so that it may be reserved for him or her.
3. After the date for the room rental is agreed to, the resident should forward the required deposit of \$200 and the non-refundable rental fee of \$100 to the superintendent, as well as complete and sign the Recreation Room request form.
4. The contracting resident and superintendent should make a date for a pre-party inspection. At this inspection, notations of any existing damage should be made. Ample time should be allotted to make any adjustments that might be required.
5. The porter should prepare the Recreation Room and notify the super when his work is completed. The room preparation should take place not less than 12 hours before the Recreation Room is to be used.
6. No decorations may be attached to the ceiling tiles.
7. If any alcoholic beverages are consumed, the unit owner or resident renting the room is responsible for any civil or criminal repercussions. This includes but is not limited to, criminal prosecution for serving alcohol to a minor, civil negligence or bodily injury/property damage, arising in any way from the use of alcohol.
  - No sale of alcoholic beverages is permitted.
  - Alcoholic beverages will not be served to minors.
8. Use of drugs or narcotics in the common areas is forbidden.
9. Residents who rent the Recreation Room are reminded that their guests are their responsibility. Congregating in the halls, lobby, outside grounds and other areas is not permitted. Care should be taken to adequately supervise children attending the party so that they do not leave the room unattended and unsupervised.
10. After the party, the contracting resident should "broom clean" the Recreation Room. All trash generated by the party should be placed in the trashcans provided and be properly prepared for disposal. The porter will remove the trash once it is ready.
11. The contracting resident and the superintendent must make a post-party inspection within 24 hours after the party has ended. After a satisfactory inspection, the \$200 deposit will be refunded. If any damage to common premises is noted, the deposit will be retained. The resident will be billed for damage incurred in excess of the \$200 deposit.

12. The Recreation Room is available on any evening until 11:30 PM. With regard to music and other noise, the contracting resident must comply with Section 25, Sub-Sections 1 and 2 of the Village Code prohibiting loud disturbing noise after 10:00 p.m.
13. Recreation Room furniture may be borrowed for a period of up to 48 hours for use within one's own unit. A written request through the management office and a deposit of \$200 is required.

### **RENTAL**

1. Units are to be used as a family residence only.
2. If a unit owner wishes to allow a relative to reside in his/her unit, the unit owner does need permission from the Board, this relative must be a relative as defined in the By-laws, i.e., spouse, adult child, parent or sibling. The WTC Board will require proof of relationship.
3. In compliance with the By-laws of this condominium, any unit owner wishing to rent his or her unit shall give written notice to the Board of Managers of his or her intention to rent at least 60 days prior to placing the unit on the rental market and requesting the Board's consent. The Board shall grant consent to rent only to those unit owners who have owned and resided in the unit for a minimum of five (5) years and provided that such consent will not result in more than 20% of the units in the building (25 apartments) being rented. If 20% of the units are already rented, the owner requesting consent will be placed on a waiting list. Owners currently within that cap submitting a request to rent to a new tenant, not a renewal, become subject to the cap and will be placed on the waiting list in priority order by date of request. The Board of Managers shall, within 30 days after receipt of such notice, advise the unit owner in writing of its consent to a one (1) year lease period or its refusal to consent or any conditions to said consent. Failure of the Board of Managers to advise the unit owner within the 60-day period shall be deemed as consent to the proposed lease. If said consent is granted, the Board will require the unit owner to deposit a \$500 security deposit with the management office and pay a monthly administrative fee of \$25 for the duration of the lease. All leases shall use the current form of apartment lease recommended by the Real Estate Board of New York Inc., with any modifications thereof approved in writing by the Board of Managers. A copy of the lease must be on file in the WTC management office. The above procedure also applies at lease expiration for consent to any new lease. (Automatic renewal is not guaranteed.)
4. In the event that a unit owner rents out his or her unit illegally, a \$1000 fine per month will be added to the common charges.
5. The managing agent will require a \$200 processing fee for any new leases. There will be \$100 charge for renewal of an existing lease. After the initial 1<sup>st</sup> year lease and if the Board does not object to lease renewal, unit owners may enter into a two-year lease with their tenant. A copy of any lease extension is to be filed with WTC and the managing agent.



6. All rental units must have a valid Rental Permit from Village of Westbury on file with WTC.
7. The unit owner leasing his or her unit shall furnish the Board of Managers with an address and telephone number at which the unit owner can be reached during the period that the lessee occupies the unit. Key(s) for emergency access to the unit must be left with the superintendent.
8. Unit owners who intend to rent are reminded to include their social security number with the security deposits so that they may be deposited into an interest-bearing account.
9. Failure to comply with the rules and regulations relating to rental of units shall make any lease void at the discretion of the Board of Managers.
10. In the event of the death of a unit owner who had been previously approved by the Board of Managers to rent, the family heirs to that unit will inherit the same rental rights and be allowed to continue to rent in accordance with our By-Laws and Rules and Regulations. The family heirs will not be subject to ownership and having to reside in the unit for five (5) years. Family heirs as being defined in our By-Laws, ARTICLE V, Section 12(a).

#### SALE

1. The unit owner shall give written notice to the Board of Managers of his or her intention to sell and provide the Board of Managers with a copy of the contract of sale and a check for \$200 payable to Kaled Management Corp. for processing the application. Within 30 days after receipt of such notification, the Board of Managers may elect to purchase the said unit on the same terms and conditions set forth in the contract of sale (Right of First Refusal). Notice of such an election will be in writing to the unit owner. If the Board of Managers waives its right of first refusal, the unit owner is free to convey title to the purchaser under contract. If the unit owner fails to convey title to the purchaser under his or her contract, the unit owner will be required to again comply with the procedure outlined in the rules and regulations relating to sale and rental of units. Any sale of a unit in violation of this regulation will be void at the election of the Board of Managers as provided in the by-laws of the condominium.
2. Ten days prior to the closing of title, the outgoing owner shall submit a written request for statement showing what, if any, common charges or other monies due are unpaid with respect to the unit in question. The managing agent will, in turn, promptly furnish a statement of said unpaid charges, or in the alternative, a statement that there are no unpaid common charges or other moneys outstanding against the unit.

#### SALES/RENT

1. Representatives of the Board of Managers will meet all prospective owners or renters prior to closing date. At that time, the purchaser (or lessee) shall assure the Board of Managers of his or her knowledge of the By-laws and the Rules and Regulations of Westbury Terrace Condominium and shall agree to be bound by the terms and covenants

therein. Particular attention is called to Article V, Section 12(a) of the By-Laws regarding the use of units for residence of unit owner and/or family only.

2. Any consent issued by the Board of Managers on the basis of the original application shall be deemed null and void in the event that the monetary terms, parties or any other significant provisions of the agreement of sale or lease are changed after the filing of the original request for approval, unless such changes are submitted to the Board for approval.
3. Failure to comply with any of the procedures set forth in the Rules and Regulations relating to the sale or rental of units will delay your transaction, may render it null and void and result in the imposition of a fine of \$100.
4. Whether via rental, sale, inheritance or family agreement, the managing agent must be apprised in writing when residency changes and be given the name of the new resident(s), their relationship to the owner (if required) and their contact information. New residents must meet with the welcome committee prior to moving in.
5. Any title change on the deed must be reported to management within 60 days.

#### **SECURITY**

1. Residents should immediately call 911 should any security problem arise. The door attendant can dial 911 from the phone at the doorman's desk.
2. Residents should take care to close all entrance doors securely behind themselves after entry or exit.
3. Residents should immediately notify any WTC employee or Board member of any irregularity or suspicious person or situation.
4. **Residents shall not permit unannounced persons to enter the building.**
5. The north and south parking lot doors are not to be left open and unattended, even during move-in or move-out, or when parking the car after having loaded a cart. They are to be kept closed at all times unless being used for entry or exit.
6. If you call for Emergency personnel (police, fire or medical) and you are unable to come down to let them in, instruct them to buzz you on the intercom board at the main entrance and you can buzz them in by answering your phone and pressing the number 9. They may also buzz the superintendent or a member of the Board. First responders should be told that there is a lock box at the front door with a house key if they are unable to obtain entrance after hours. Both EMS and the Westbury Fire Department have the code for box on file.

#### **STORAGE**

1. No food or bird feeders are to be kept on the terraces.

## NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

The sending of this notice does not vitiate any prior litigation notices or pleading served upon you, nor does the sending of this notice serve to revive or reinstate any previously terminated tenancy. The word "tenant" as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

### NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

#### UNIT INFORMATION

STREET:
UNIT OR APARTMENT NUMBER:
CITY/TOWN/VILLAGE:
STATE:
ZIP CODE:

**1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)**

☐ YES

☒ NO

**2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)**

☐ A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;

☐ B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);

☐ C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);

☐ D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law);

☐ E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law);

☒ F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);

☐ G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);

☐ H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law);

☐ I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent

retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law);

\_\_\_J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);

\_\_\_K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);

\_\_\_L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);

\_\_\_M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);

\_\_\_N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law);

3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

\_\_\_A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above:

\_\_\_B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above:

\_\_\_B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:

4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)

\_\_\_A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

\_\_\_B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

\_\_\_C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law):

\_\_\_D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law):

\_\_\_E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part thereof, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law):

\_\_\_F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):

\_\_\_G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law);

\_\_\_H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law);

\_\_\_I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law);

\_\_\_J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law);

\_\_\_K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law);

\_\_\_L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law);

\_\_\_M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law);

\_\_\_N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law);

I acknowledge receipt of the Good Cause Eviction Law Notice

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date