

LINDENWOOD GARDENS CO-OP., INC.
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August 2002

We became a Cooperative in 1967. Since then your various Boards of Directors over the years set up guide-lines, as circumstances warranted, for stockholder-residents to live together harmoniously, which we know as our Rules and Regulations. It was always for the good of the majority that they were adopted.

While some of these measures may chafe a few of us, built in is the necessary machinery to change anything that is unfair or becomes obsolete. Bear in mind that we, your directors, also live here and are also subject to the same rules, fees and monthly charges.

This booklet is a current compilation of our Rules, Regulations, and Administrative Charges. For your convenience, we have set them up by subject matter and in loose-leaf format to facilitate changes or additions. Whenever changes occur we will replace those pages so that your copy of the Rules and Regulations will always be up to date.

Anything contained in these Rules and Regulations that is in conflict with our By-Laws is hereby amended to conform to our By-Laws.

YOUR BOARD OF DIRECTORS

Revised August 2002

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SECTION A - COOPERATIVE LIVING

1. The Stockholder agrees to promote the Cooperative ownership principles, to abide by our By-Laws, Rules, Regulations and Amendments, and by cooperation with others, bring about a high standard in home and community conditions.
2. Since everyone is entitled to quiet enjoyment of their apartments, Stockholders shall not permit any loud disturbing noises in their apartments or on Cooperative grounds nor permit anything done which would interfere with the rights, comfort or convenience of other Stockholders.
3. A Stockholder shall occupy his/her apartment as a private dwelling for himself/herself and his/her immediate family and for no other purpose, and may enjoy the use as long as he/she abides by the terms of his/her occupancy agreement and the Rules and Regulations of the Cooperative.
4. Stockholders shall not permit any immoral or illegal Acts to be committed and shall comply with all requirements of the Board of Health and other governmental authorities with respect to Cooperative premises.
5. Effective As of January 1, 2002:
~~For New Stockholders - All 2nd floor apartments must have 80% carpeting in the bedrooms and living room.~~

SECTION B - BUILDING

1. Each Stockholder shall keep his/her apartment in a good state of repair and cleanliness and shall not sweep or throw any dirt, dust or other substance from doors or windows. No Garbage is to be thrown out of the windows.
2. Each Stockholder is responsible, at his/her expense, for:
 - a. Any repairs or maintenance caused by his/her own negligence or misuse;
 - b. Redecoration of his/her own apartment; and
 - c. Repairs, maintenance or replacement of appliances.
3. Apartments may be inspected by Management at yearly intervals for the purpose of insuring that the Stockholders are maintaining the units in proper condition. Based upon the report of Management, if the Board resolves that an apartment is in such state of disrepair as to create the possibility of permanent damage, then the Stockholder shall be notified and immediately take the necessary steps to remedy these conditions. Should a Stockholder fail to make satisfactory repairs or replacements within reasonable time, the Cooperative may do so and add the cost to the next monthly carrying charge.

Unless otherwise specified, any violation of these Rules and Regulations shall incur a Class I Administrative Charge and be considered a breach of the Occupancy Agreement. The Stockholder will also be required to undo and/or remedy that which caused the violation.

Administrative Charge Classes: I = \$10, II = \$25, III = \$50, IV = \$100 & V = \$200

4. The Stockholder shall not permit anything to be done or kept on premises that will increase the rate of insurance and shall be personally liable for any additional insurance premiums levied.
5. Stockholders may not make any structural alterations without written consent of the Board of Directors. Any major repairs must be with a licensed electrician, contractor/bonded and the cleanliness of the hallway is the responsibility of the Stockholder. The contractor must throw away items in the proper areas or cart away.
6. Antennas and aerials are permitted in the attic crawl spaces only and may not be erected or hung from the roof or walls of the building. Stockholders residing in apartments on the second floor shall permit the stringing of wires through closets of their apartments to facilitate the installation into the crawl spaces. Also, reasonable access for repairs to wiring and antennas shall be permitted. Any damage to the apartment of the Stockholder by the person installing or repairing the wiring or antenna shall be the responsibility of the Stockholder for whom such work is being done. Satellite dishes are authorized and the sole responsibility of the Stockholder, and may not be mounted on any roof.
7. For the safety of all, our Stockholders are prohibited from using the roofs of any building or garage for any purpose whatsoever. Failure to comply may incur an Administrative Charge.
8. Signs, advertisements, notices or lettering, are not permitted to be attached in any manner, by any Stockholder, to any part of the outside of a building, nor are awnings, storm windows or other projections permitted to be attached to the outside walls of the buildings, except by written permission of the Board of Directors. Flagpole brackets can be attached to the outside walls.
9. Due to insurance and fire regulations, and for cleanliness sake, **only** mats are permitted in our hallways. Sidewalks, entrances, stairways, stairwells and other public areas are to be kept free of all other items, example: unattended carriages, strollers, bicycles and other similar wheeled vehicles, chairs, rain/snow items are not to be left in the hallway. Garbage will **NOT** be permitted to be left in the hallway at anytime.

Our employees are instructed to remove such items, and upon proper identification, to return them to their rightful owners. However, this procedure will incur an Administrative Charge.

Remember: NO STORAGE OF ANY KIND SHALL BE LEFT IN THE HALLWAYS

10. Halls may only be painted by a contractor retained by the Cooperative, with colors approved by the Board of Directors. An allowance will be made toward the cost of such painting to the Shareholder in an amount as determined by the Board from time to time.
11. Cooperators must maintain a homeowners' insurance policy in an amount of at least \$10,000 for injury to a third party or damage to a third party's property. Yearly proof of insurance must be brought down to the Co-op office every January.
12. As per the Department of Health, City of New York Law, window guards must be installed in all windows if a child 10 years of age or younger lives in the apartment. It is a violation of law to refuse, interfere with the installation, or remove window guards where required. Failure to comply will result in a CLASS V Administrative Charge.

SECTION C - GROUNDS

1. Stockholders and their families are welcome to use the rear grass areas for sitting, sunning, the use of portable wading pools, and picnicking, provided that the grounds and shrubbery are not abused and kept clean.
2. Barbecuing is permitted but entertaining and picnicking in the front or side of the building is not permitted. Barbecue grills and wading pools are to be emptied and stored out of the way to avoid hampering our gardeners and employees from doing their work.
3. The front and side lawn areas may not be used.
4. Stockholders are permitted to plant vegetable gardens in the rear of the buildings. The Stockholder will be responsible for the area and for restoration if the garden is discontinued, and care shall be exercised to avoid interference with our regular gardeners work.
5. Because of the danger of vermin and rats, all garbage and refuse must be placed inside the dumpsters and the doors kept closed. This will be strictly enforced because of the potential danger to everyone's health. Violation of this will incur an Administration Charge.
6. As Roller Skating inside hallways is dangerous and damaging to our floors, it is absolutely prohibited.
7. Bicycle riding in sitting areas or courts is prohibited because of danger to pedestrians. This does not refer to tricycles or bicycles with training wheels.
8. Hardball playing is positively prohibited.
9. Softball (rubber ball or wiffle ball) playing is permitted, provided that the rights of other residents of this Cooperative are respected and common sense and common courtesy prevails. The danger of injuring someone and/or of damaging property must be carefully considered. Excess noise should be avoided. Ball playing near any areas where there is a large amount of pedestrian traffic is prohibited.
10. Due to the possibility of serious injury and the danger of starting a fire, possession or use of firecrackers and fireworks on Cooperative property is absolutely banned. The severest possible action will be taken against anyone violating this rule and a Class V Administrative Charge will be incurred.
11. Because of the danger of harm to person or property, any use of air rifles, "BB" guns, stun guns or the like is prohibited. The severest action will be taken against any one violating this rule and a Class V Administrative Charge will be incurred.

SECTION D – COOPERATIVE FACILITIES

1. Our **RECREATION ROOM** is available on a moderate rental basis for the exclusive use of our Stockholders and may be rented for parties, meetings or any other legal purpose pre-approved by the Board of Directors.

The terms, conditions and fees are as follows:

- a. Stockholders may only rent it.
 - b. Live or amplified music is prohibited.
 - c. The room is to be left broom clean with all garbage removed.
 - d. The proper deportment of guests and the care and maintenance of the room shall be the responsibility of the renting Stockholder.
 - e. The superintendent on duty is authorized to inspect, and after due warning concerning breach of rules, to vacate and shut down the room.
 - f. Fees and deposits required shall be as determined by the Board of Directors from time to time.
 - g. Deposits will be refunded after an inspection of premises is completed, unless there is damage and/or rules have not been complied with.
2. Our **STORAGE ROOMS** are provided for our Stockholders convenience, however:
 - a. All articles are stored there at the Stockholders sole risk.
 - b. All items stored there must be clearly tagged with the unit number of the owner.
 - c. Because of insurance safety requirements and the dread perils of fire and/or explosion, certain items may not be stored under any circumstances. These include bedding, upholstered furniture, wooden closets, paints or other inflammables, or any other materials or objects that might attract rodents, vermin, etc. It shall be at Management's sole discretion to determine whether a particular object may be placed in our storage rooms.
 - d. Any stored items, which do not comply with these regulations, will be removed and disposed of by the Cooperative.
 - e. Since we do not have unlimited storage space, the Board of Directors reserves the right to limit each Stockholder to a specified amount of floor space.
 3. **SHED ROOMS** have been designated in each section where Stockholders are permitted to install metal sheds for personal use. Sheds are not to exceed the dimensions of 6' x 6' x 6'. All sheds must be not less than 18" from each other or from any wall. Any articles found outside the shed will be removed. Storage in Shed Rooms is at the Stockholders sole risk.
 4. **LAUNDRY ROOMS** – For the convenience of Stockholders, public washing machines and dryers are maintained in various double-locked laundry rooms in each section. Keys are provided and are for our own exclusive use. The rooms are open from 8 A.M. to 10 P.M. on Monday, Tuesday, Wednesday and Thursday; and 8 A.M. to 9 P.M. on Friday, Saturday and Sunday. Kindly report broken machines to the Co-op office by laundry room number and number or letter of the machine. If you prefer, laundry may be hung outside to dry but only in those areas designated for this purpose.
 5. **Smoking in Laundry Rooms or Shed Rooms is prohibited.**

SECTION E - GARAGES, PARKING & MOTOR VEHICLES

1. Parking in a garage or parking space shall be by written license agreement, annually renewable at the option of the Board of Directors, and at rates as determined by the Board of Directors.
2. A \$10 deposit is required for each section's parking and garage waiting lists. If a space or garage becomes available, the Stockholder shall have 3 days from the time of notification to accept the offered parking facility.
3. You must own a motor vehicle in order to have a parking space and/or garage. Proof of registration must be submitted to the Co-op office every January.
4. A parking facility may only be leased to one Stockholder at a time. The Cooperative does not permit any splitting or sharing of parking facilities.
5. There will be a maximum of two parking spaces per household which will consists of the following:
 - a. One (1) garage and one (1) outdoor parking space or
 - b. Two (2) outdoor parking spaces
6. Garages and parking spaces neither are non-transferable nor part of any resale of an apartment.
7. Garages may not be used for commercial purposes.
8. All parking shall be nose in to minimize the entry of exhaust fumes into apartments.
9. The maximum acceptable size of any legally parked vehicle, commercial or pleasure shall be at the sole discretion of the Board of Directors.
10. Anyone parking without a license agreement shall be towed away at the owner's expense.
11. The use of mini-bikes or mopeds on Cooperative property is prohibited. Failure to comply will result in a Class IV Administrative Charge.
12. The storage of more than one gallon of gasoline in the garage is prohibited. Failure to comply will result in a Class IV Administrative Charge.
13. The repair or maintenance of any vehicles on Cooperative property is prohibited except for emergencies. This will be considered a Class III violation. (Washing or cleaning the interior of a Stockholder's vehicle is permitted).
14. Everyone is required to observe our speed limit of five miles per hour on Cooperative property and to comply with all stop signs.
15. Management shall give notice to the owner of any vehicle parked on Cooperative property, whose physical condition Management considers hazardous, or an unregistered vehicle, to remove the vehicle. If not complied with within seven (7) days, the vehicle will then be removed at the Cooperator's expense.

SECTION I - LEGAL

1. Witness Fee – Any Stockholders voluntarily appearing in court in behalf of the Cooperative shall be compensated for their time at fees determined by the Board of Directors.
2. The Cooperative will hold the Stockholder liable for any additional legal expenses, including, attorney fees, incurred because of default in payments or non-observance of Cooperative Rules and Regulations.

SECTION J - MONTHLY CARRYING CHARGES

1. Monthly carrying charges are due on the first of the month. Following are the Administrative Charges applicable if carrying charges are paid after the tenth of the month.
 - a. After the tenth of the month: \$40.00
 - b. After the twentieth of the month: \$50.00

A check returned by the bank will be considered as though the carrying charges have not been paid, and the above charges will apply, plus reimbursement of bank charge to the corporation.

2. Any Stockholder whose check for carrying charges is returned for insufficient funds twice within a calendar year shall be required to make all future payments only by certified check or money order.
3. Management is prohibited from accepting a cash payment for any reason. Only checks or money orders, payable to the corporation are acceptable.
4. Management is further prohibited from accepting any payment other than the full amount owed including all Administrative Charges.
5. All charges of any kind owed to the Cooperative for any reason must be paid together with the following months carrying charges.

SECTION K - ADMINISTRATIVE CHARGES AND LOSS OF PRIVILEGES

The Board of Directors shall have the right to refuse to grant, or to revoke any permissions and/or licenses granted, for non-compliance with our Rules and Regulations, and to impose Administrative Charges according to the following table:

Class I Administrative Charge	\$ 10.00
Class II Administrative Charge	\$ 25.00
Class III Administrative Charge	\$ 50.00
Class IV Administrative Charge	\$100.00
Class V Administrative Charge	\$200.00

Each Stockholder is required to comply with the Rules and Regulations of the Cooperative, and in the event he fails to do so, is also subject to eviction proceedings.

SECTION L - ANNUAL ELECTIONS

At our annual elections, if there are seats open with terms shorter than our usual three years, then in that event the three year seats shall be filled by the elected directors who received the most votes, the two year seats shall be filled by the ones who received the next highest amounts, and the one year seats shall be filled by the remainder.

If a Board member vacates his/her position before the end of his/her term the Board of Directors may appoint a Shareholder to finish the year until the next annual meeting. At this time elections shall be held to fill the remaining time slot.

Criteria to run for office:

1. Name must be on the stock certificate.
2. Must be a full time resident.
3. Member in good standing, no outstanding arrears.
4. No disciplinary investigations pending.

SECTION L - BOARD OF DIRECTORS (for Board members only)

1. All motions must be in writing and read by the Secretary before it is voted upon.
2. No document or confidential information may be released to anyone without prior written approval of a majority of the Board of Directors.
3. The Secretary is permitted to remove the Minute Book from the office as necessary.
4. Two out of four officers' signatures shall be required for the withdrawal of money from our various bank accounts.
5. Directors shall be furnished with the necessary keys to give them access to the Cooperative Office.
6. The Board of Directors has the right to appoint and to remove a committee chairman for cause.
7. A director may be removed for cause as per By-Law Amendment of 5/18/72.
8. The President shall receive \$25.00 per month to defray the additional telephone expenses incurred in behalf of the Cooperative.
9. The President shall vote as any other director on any Cooperative matter.
10. No director shall enter into any contract for any reason whatsoever without prior approval of the Board. Any contracts made without the Board's approval shall be null and void and not binding on the Cooperative.
11. The Cooperative will assume the obligation of the deductible amount on any lawsuit bought against any director within the scope of the Officers and Directors Liability Coverage.