



THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

Michael R. Bloomberg Thomas R. Frieden, MD, MPH
 Mayor Commissioner

WINDOW GUARDS REQUIRED

Lease Notice to Tenant

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

Your landlord is required by law to install window guards in your apartment: if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

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

CHECK ONE

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

 Tenant (Print)

 Tenant's Signature:

 Date

 Tenant's Address

 Apt No.

RETURN THIS FORM TO:

 Owner/Manager

 Owner/Manager's Address

For Further Information Call:
Window Falls Prevention (212) 676-2162

Regulations on Leasing of Apartment Units

Final Approval by the Board of Directors on March 29, 2004

Effective May 1, 2004

The Board of Directors of the Parkchester South Condominium, Inc. has approved changes in the policy and procedures for approval of leases by unit owners to tenants.

An amendment to the By-Laws regarding leasing of units was approved at the Annual Meeting of June 7, 1989. These procedures and rules are issued pursuant to that authority.

Goal of Regulations

To ensure that unit owners who rent to tenants, select such tenants who:

- Will be good neighbors to other residents, obeying all rules and regulations and protect the Condominium and its common element.
- Can be expected to meet their financial obligations to lessor and, if necessary, to the condominium.

Obligations of Unit Owners

- To pay all common charges and "other charges" as due on the leased unit.
- To be responsible for the actions of their tenants
- To select tenants who will be responsible residents of the community.
- To follow the leasing procedures set by the By-Laws and the Board of Directors.

What Unit Owners Must Do To Lease Their Units:

- ✓ Be current with common charges and "other charges"
- ✓ Obtain the appropriate lease package by visiting the Resident Services Department or by calling 718-320-6032 or 6033.
- ✓ Use only the prescribed lease form approved by the Condominium—no copies
- ✓ Fill out the application form (owner information sheet) completely.
- ✓ Have prospective tenant supply all information and original documentation required.
- ✓ Submit package to the Resident Services Department along with a \$150.00 non-refundable lease application fee. Money order or certified check only.

The Condominium will notify the owner of acceptance or rejection of the completed application within 30 days.

The 30-day period starts only after all required information and documentation is received by a Resident Services Representative

Regarding Leases

Unit owners must use Condominium form – no copies (Term: Minimum-1, Maximum-2 years)

Include Power of Attorney giving Condominium:

- 1) Right to collect rent directly from tenant to pay unit owner's default in payment of common charges.
- 2) To act in unit owner's name to evict tenant for default in obligations to obey Rules and Regulations or damage to property. (All costs of doing so are responsibility of unit owners)
- 3) If lessor is acting under a Power of Attorney from another Owner, lessor must submit original Power of Attorney in full force.

Prospective Tenant Must Supply:

1. Verification of income of all household members whose income is to be used to meet the ratio of rent to income requirement.

- a) W-2 forms for the past two years if employed
- b) Three (3) most recent pay stubs of all household members whose income is being used to determine financial eligibility, and/or
- c) Documentation of all other sources of income being used to meet financial eligibility requirements.
- d) Copies of last two years IRS form 1040 or IRS letter 1772 with copy of tax transcript.

2. Evidence of good credit:

- a) Rent bills or mortgage statement for the past six months
- b) Most recent utility and telephone bills
- c) Letter of references from most recent landlord on letterhead with telephone numbers.
- d) If prospective tenant was not owner or leaseholder at former residence, a notarized letter from owner/leaseholder of former residence verifying occupancy. (e.g. if living with relative)

3. Signed authorization from prospective tenant and occupants over 18 years of age for credit and background checks. (Part of tenant application form)

Condominium Personnel will Obtain:

- ✓ Credit report for all occupants whose income will be used to determine financial eligibility.
- ✓ Criminal check for all occupants 18 years of age or older.
- ✓ Registry check
- ✓ Parkchester violation and security search for all prospective occupants.

Once Condominium notifies owner of provisional approval of the application, the prospective tenant must appear in person in the office of the Condominium to:

1. Supply original photo ID and Social Security cards for all adults, and photos of children under 18, who will be occupants of the unit. (Copies will be made for the files)
2. Sign key card and obtain keys
3. Obtain move-in permit
(Tenants must not move in until date specified on move-in permit)
4. Order name plates and Com-Keys (two money orders are required, one for \$11.00 and one for \$11.76)

The approval process is not complete until the prospective tenant appears and signs the key card.

Any indication that proposed tenant's behavior would be a detriment to the condominium or common element would be grounds for withdrawing approval of the tenancy.

Criteria for Approval of Prospective Tenant (s)

1. Prospective tenant must be an individual who will reside in the unit, not a corporation, partnership or association.
2. The monthly gross apartment rent can be no greater than 40% of the monthly income.
(EXAMPLE: If rent is \$800 a month, income must be \$2,000 a month.)
3. Have verifiable continuous employment income for the past 12 months as shown by most recent pay stubs or verifiable documentation of any other income, such as: Social Security award letter, pension statements, 1099's, Federal Income Tax Form 1040 for the past two years
4. No history of late rent/ mortgage payment for past six months.
5. No non-payment actions or holdover proceedings for a nuisance action for the past two years.
6. Utility and telephone bills are up to date.
7. Credit history shows no judgments or bankruptcy for past two years and no overdue balances of more than \$750.00 (in aggregate).

8. No household member has a record of causing personal or real property damage to residents or common elements of Parkchester, or a history of behavior that jeopardizes the safety or comfort of others.
9. No history of problematic behavior during office visits.
10. No history of violating house rules in past.
11. No history of criminal convictions.
12. No history of untreated substance abuse.

*N.B. If application cannot meet income ratio with his/her own income, a Guarantor can be accepted:

A Guarantor:

- Must be individual, not corporation partnership or association
- Must provide documentation that the annual rent on the unit does not exceed 20 % of Guarantor's annual income.
- Must meet all credit and income requirements.
- No more than two people related to one another can serve as Guarantors

Lease Renewals

Unit owner must submit notification of intention to renew or not to renew one month prior to lease expiration date.

If owner intends to renew, he/she must:

- ✓ Submit new lease with application along with a \$25.00 money order.

If owner does not intend to renew lease, owner must submit:

- ✓ Notarized letter that the tenant has left the premises, or
- ✓ Legal documentation that tenant will be evicted.

Renewal will be approved if:

- > Unit owner is current in payment of all charges
- > Tenant has cured all violations of Rules and Regulations
- > No occupant has a criminal record
- > Any new occupants of household must be registered
- > Tenant must provide current ID's and photos of all registered occupants

EXHIBIT A**RULES AND REGULATIONS FOR THE
APARTMENT UNITS AND THE RESIDENTIAL
LIMITED COMMON ELEMENTS IN
THE PARKCHESTER SOUTH CONDOMINIUM**

One. The sidewalks, entrances, passages, courts, public halls, elevators, vestibules, corridors and stairways of the Buildings shall not be obstructed or used for any other purpose than ingress to and egress from the units.

Two. No article shall be placed in any of the halls or on any of the staircase or fire tower landings, nor shall any fire exit be obstructed in any manner. Nothing shall be hung or shaken from the doors or windows or placed upon the window sills of any Building.

Three. Children shall not play in the public halls, basement space, building exits, building entrances, elevator vestibules, stairways, roof or roof landings, fire towers or elevators, or any of the exterior landscaped areas.

Four. No public hall or elevator vestibule of any Building shall be decorated or furnished by any unit owner in any manner.

Five. Each unit owner shall keep his unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

Six. No shades, venetian blinds, awnings or window guards shall be used in or about any apartment unit except such as shall have been approved in writing by the Board of Managers or the managing agent or the manager, which approval may be granted or refused in the sole discretion of the Board of Managers or the managing agent, or the manager.

Seven. No radio or television aerial shall be attached to or hung from the exterior of any Building and no awning, sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window of an apartment unit except such as shall have been approved in writing by the Board of Managers or the managing agent or the manager, which approval may be granted or refused in the sole discretion of the Board of Managers or the managing agent or the manager and except such sign, notice, advertisement or illumination as the Sponsor may place on or at any window of an apartment unit owned by it; nor shall anything be projected from any window of any Building without similar approval.

Eight. No ventilator, air conditioning unit, washing machine or other appliance shall be installed in any apartment unit without the prior written approval of the Board of Managers or the managing agent or the manager as to the type, location and manner of installation of such appliance, which approval may be granted or refused in the sole discretion of the Board of Managers or the managing agent or the manager. Each unit owner shall keep any such approved appliance which protrudes from the window of the apartment unit in good appearance and mechanical repair. No unit owner shall permit any such approved appliance to leak condensation, or to make any noise which may unreasonably disturb or interfere with the rights, comforts or conveniences of any other occupant of the Building. If any approved appliance which protrudes from the window of the apartment unit shall become rusty or discolored, the unit owner shall have it painted in a good and workmanlike manner in the standard color selected by the Board of Managers for the Building and if the unit owner shall fail to keep such approved appliance in good order and repair and properly painted, the Board of Managers or the managing agent or the manager, in their discretion, may remove such appliance from the window, charging the cost of removal to the unit owner, and the appliance shall not be replaced until it has been put in proper condition and only with the further written consent of the Board of Managers.

Nine. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit owner's unit.

Ten. No velocipedes, bicycles, scooters, baby carriages or similar vehicles shall be taken into or from any Building through the main entrance or be allowed in any of the elevators, and 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 of any Building.

Eleven. No unit owner shall make or permit any disturbing noises in any Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or a radio or television set or other loud speaker in such owner's unit, if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of ten P.M. and the following nine A.M.

Twelve. No bird, reptile or animal shall be permitted, kept or harbored in any apartment unit unless the same in each instance be expressly permitted in writing

by the Board of Managers or the managing agent or the manager and such consent, if given, shall be revocable by the Board of Managers or the managing agent or the manager in their sole discretion, at any time. In no event shall any bird, reptile or animal be permitted in any elevators, other than the elevator designated by the Board of Managers or the managing agent or the manager for that purpose, or in any of the public portions of any Building, unless carried or on leash, nor in any grass or garden plot under any condition. Large dogs shall be carried only in the elevator designated by the Board of Managers or the managing agent or the manager for that purpose.

Thirteen. Servants, messengers and tradespeople shall use the elevator designated by the Board of Managers or the managing agent or the manager for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of unit owners or their guests or tenants may use any of the other elevators when accompanying said unit owners, their guests or tenants. However, a guest of a unit owner or a tenant may use any of the other elevators freely.

Fourteen. Supplies, goods and packages of every kind are to be delivered to apartment units only through the service entrance of the Building and by the elevator designated by the Board of Managers or the managing agent or the manager for that purpose. Trunks and heavy baggage shall be taken in or out of the Building by the elevator designated by the Board of Managers or the managing agent or the manager for that purpose, and through the service entrance only.

Fifteen. No bulky refuse from the apartment units shall be left for disposal in the public halls of any Building except at such times and in such manner as the Board of Managers or the managing agent or the manager may direct.

Sixteen. Water-closets and other water apparatus in the Buildings 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 the same. Any damage resulting from misuse of any water-closets or other apparatus in a unit shall be repaired and paid for by the owner of such unit.

Seventeen. No occupant of the Buildings shall send any employee of the Board of Managers or of the managing agent out of the Buildings on any private business.

Eighteen. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent or the manager, may enter any room or apartment unit in the Buildings at any reasonable hour of the day for the purpose of inspecting such apartment unit for the presence of any vermin, insects or other pests and for the purpose of taking

such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

Nineteen. Corridor doors and roof doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

Twenty. The Board of Managers or the managing agent or the manager may retain a pass-key to each apartment unit. The unit owner shall not alter any lock on any door leading to his apartment unit.

Twenty-One. No vehicle belonging to a unit owner or to a member of the family or guest, tenant or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any parking drive, service road, Building entrance or exit.

Twenty-Two. The Board of Managers or the managing agent or the manager may from time to time curtail or relocate any space devoted to storage or service purposes in the basement of any Building.

Twenty-Three. Complaints regarding the service to any Building shall be made in writing to the Board of Managers or to the managing agent or to the manager.

Twenty-Four. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

Twenty-Five. Clothes and other articles shall not be dried or aired on the roof.

Twenty-Six. No garbage cans, ice, mats or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or placed upon the window sills. Empty milk bottles shall be placed in the halls only during hours specified by the Board of Managers. Nor shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from or on any of the windows or doors.

Twenty-Seven. Unit owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush or tie into tight bundles all loose papers before placing the same in the hopper door; (e) cause all bundles of waste to slide out of the hopper into the chute; (f) refrain from depositing waste of an explosive nature therein.

Twenty-Eight. Unit owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any Building.

Twenty-Nine. Unit owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their units.

Thirty. No unit owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his apartment unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

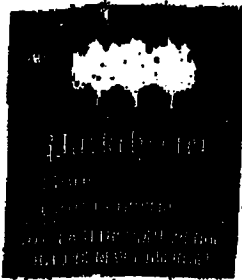
Thirty-One. If any key or keys are entrusted by a unit owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers or of the managing agent, whether for such unit owner's unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner, and neither the Board of Managers nor the managing agent nor the manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

Thirty-two. Unit owners will not clean, nor require, permit, suffer or allow any windows to be cleaned from the outside in violation of Section 202 of the Labor Law or of the rules of the Board of Standards and Appeals or of any other board or body having or asserting jurisdiction.

Thirty-three. Unit owners will not allow or permit, suffer or allow other persons to cook, barbecue, grill or conduct similar activities on terraces or in common elements or the recreation areas of the Condominium, except in an area specifically designated by the Board of Managers for such purpose.

The Floor Plans referred to in the foregoing Declaration were filed in the Office of the City Register, County of The Bronx, on , 198 , as Condominium Plan No.

City Register



September, 1988

Dear Condominium Owner:

In the past two years of condominium operation, noise from uncarpeted floors has been one of the most common causes of annoyance and even distress to our residents. Experience shows that carpets and rugs over a substantial part of the floor area can reduce the transmission of noise from one apartment to another.

Therefore, pursuant to the authority given to it in the By-laws to make Rules and Regulations, the Board of Directors, at its meeting of June 6, 1988, has enacted the following regulation:

Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room, excepting only kitchen, bathroom and hallway.

This regulation is the same as the requirement regarding carpeting found in the leases of tenants in Parkchester.

The Condominium will enforce this regulation through the enforcement procedure adopted earlier this year and described in the June issue of the Newsletter, A VIEW FROM THE OVAL.

Compliance with this regulation will make life here in Parkchester more enjoyable for all of us.

Margaret M. Walsh
President

TEL: 718-823-7000

FAX: 718-319-8110

SERVICE: 718-518-1000

ALL TERRACE AND MAIN FLOOR APARTMENTS MUST BE INSPECTED BY A CARPENTER FOR CORRECT SIZING**

Parkchester South Condominium
2000 East Tremont Avenue
Bronx, New York 10462

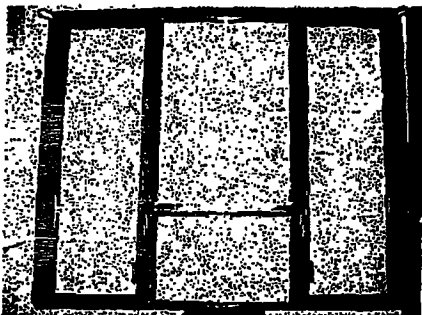
Dear Residents,

May 2004

After finding that air conditioners other than the Friedrich line can be installed in our new windows, the Board of Directors has voted to allow other brands purchased by residents to be installed subject to the following conditions:

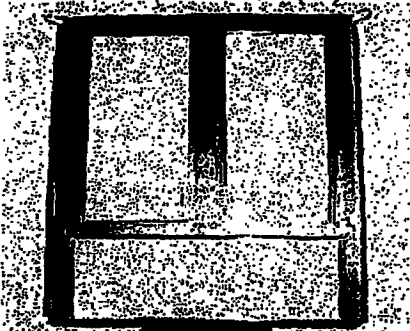
- 1) That the air conditioners **ONLY** be installed by Parkchester South Condominium Carpenters.
- 2) That they be powered by 110 Volt current.
- 3) That they meet the guidelines stated below.

Living Room Window



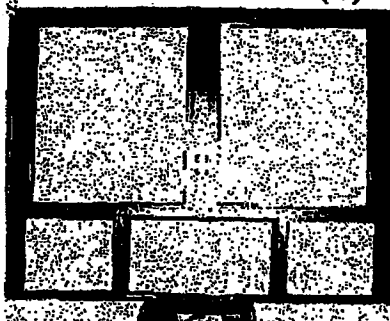
Living room window must have an air conditioner of the following measurement: 26.5" wide x 16.5" high. The unit must come with support brackets and be able to be removed from its own sleeve. Please note, any unit purchased must not exceed these measurements but can be a half an inch smaller to be installed properly and safely. It is recommended that the unit not exceed 10,200

Bedroom Window (J)



Bedroom window (J) must have an air conditioner of the following measurement: 20" wide x 15.5" high. Please note, the unit must be able to be removed from its own sleeve. Any unit purchased must not exceed these measurements but can be a half an inch smaller in order to be installed properly and safely. It is recommended that the unit not exceed 6,500 BTU's.

Bedroom Window (I)



Bedroom Window (I) must have an air conditioner of the following measurement: 20" Wide x 15" high. Please note, the unit must be able to be removed from its own sleeve. Any unit purchased must not exceed these measurements but can be a half an inch smaller in order to be installed properly and safely. It is recommended that the unit not exceed 6,500 BTU's.

**** Installation fee is \$100.35 per air conditioner. Visit the Service Department at 2000 East Tremont Ave. to schedule your appointment. Payment must be made either by money order, MasterCard or Visa. The price for using MasterCard or Visa is \$103.11.**

**** In certain apartments, the living room window may resemble the (I) bedroom window. If this is the case, please follow the measurements for the (I) window.**

**** We recommend the purchase of air conditioners with the Energy Star to help keep electric costs down.**