

The Windsor at Forest Hills Condominium  
c/o RY Management Co., Inc.  
50 Battery Place  
New York, NY 10280  
(212) 786-2803

**INFORMATION REQUIRED FOR LEASE APPLICATIONS**

1. COPY OF SIGNED LEASE AGREEMENT-BLANK COPY IS PROVIDED IF NEEDED.
2. SIGNED AND NOTARIZED BY-LAWS SECTION 6.4 AGREEMENT (TO BE SIGNED BY **OWNER AND TENANT** AND NOTARIZED)
3. SIGNED AND NOTARIZED RENTERS INSURANCE RIDER (TO BE SIGNED BY **THE OWNER AND TENANT** AND NOTARIZED) PROOF OF RENTERS INSURANCE WITH MINIMUM LIABILITY COVERAGE AMOUNT OF \$250,000 MUST BE SUBMITTED WITH THIS APPLICATION.
4. DISCLOSURE OF BEDBUG INFESTATION HISTORY RIDER AS REQUIRED BY NYC HOUSING MAINTENANCE CODE. **THIS FORM IS TO BE COMPLETED WITH ALL APPLICABLE INFORMATION AND SIGNED BY BOTH THE OWNER AND THE TENANT.**
5. SIGNED AND COMPLETED NOTIFICATION OF SPRINKLER SYSTEM RIDER BY UNIT OWNER AND ALL APPLICANTS.
6. APPLICATION FOR OCCUPANCY TO BE COMPLETED BY ALL APPLICANTS.
7. AFFIDAVIT OF INCOME TO BE COMPLETED, SIGNED BY ALL APPLICANTS AND NOTARIZED.
8. RULES & REGULATIONS & BY-LAWS ACKNOWLEDGMENT RIDER TO BE SIGNED BY ALL APPLICANTS. PLEASE RETAIN THE COPY OF THE RULES AND REGULATIONS FOR YOUR INFORMATION.
9. SMOKE FREE BUILDING AND BY-LAW AMENDMENT ACKNOWLEDGMENT RIDER TO BE SIGNED BY ALL APPLICANTS.
10. COMPLETED AND SIGNED FITNESS CENTER AND CHILDREN'S ROOM WAIVERS BY ALL APPLICANTS. PLEASE RETAIN THE COPY OF THE FITNESS CENTER RULES AND REGULATIONS FOR YOUR INFORMATION.
11. COMPLETED AND SIGNED CONDOMINIUM PET POLICY BY ALL APPLICANTS WITH REQUIRED REGISTRATION DOCUMENTS FOR PETS IF

APPLICABLE. POLICY MUST BE COMPLETED AND SIGNED REGARDLESS OF WHETHER PETS ARE PRESENT.

12. FULLY EXECUTED RELEASE OF INFORMATION AUTHORIZATION FORM WITH CREDIT CARD PAYMENT INFORMATION FOR EACH APPLICANT OVER THE AGE OF 18, TO PROCESS A TRW CREDIT REPORT FOR \$39.00 PER APPLICANT.
13. ONE (1) PERSONAL REFERENCE LETTER FOR EACH APPLICANT.
14. ONE (1) BUSINESS REFERENCE LETTER FOR EACH APPLICANT.
15. WINDOW GUARD RIDER TO BE COMPLETED AND SIGNED BY APPLICANT.
16. EMERGENCY CONTACT SHEET TO BE COMPLETED BY THE UNIT OWNER AND EACH APPLICANT.
17. NOTICE OF INTENTION TO LEASE THE CONDOMINIUM UNIT TO BE COMPLETED AND SIGNED BY **THE CURRENT** UNIT OWNER(S).
18. NOTIFICATION OF LEGAL MAILING ADDRESS FORM TO BE COMPLETED AND SIGNED BY **CURRENT** UNIT OWNER(S)
19. A **NON-REFUNDABLE** MOVE-IN/MOVE OUT FEE IN THE AMOUNT OF \$500.00 PAYABLE TO THE WINDSOR AT FOREST HILLS CONDOMINIUM. THIS FEE IS APPLICABLE REGARDLESS OF WHETHER OR NOT A PHYSICAL MOVE IN OR OUT TAKES PLACE.
20. A **NON-REFUNDABLE** APPLICATION FEE IN THE AMOUNT OF \$300.00 PAYABLE TO RY MANAGEMENT CO., INC.
21. A **NON-REFUNDABLE** REGISTRATION FEE FOR THE FITNESS CENTER IN THE AMOUNT OF \$100.00 PAYABLE TO THE WINDSOR AT FOREST HILLS CONDOMINIUM.
22. NOTICE TO THE TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

ONCE THE WAIVER OF RIGHT OF FIRST REFUSAL HAS BEEN ISSUED, A MOVE-IN DATE NEEDS TO BE ARRANGED WITH THE CONCIERGE DESK AT 718-830-9200. A COPY OF AN INSURANCE CERTIFICATE IS REQUIRED FROM THE MOVING COMPANY. INCLUDED IN THIS APPLICATION ARE THE COMPLETE REQUIREMENTS FOR ALL DELIVERIES AND MOVES.

A \$500.00 DEPOSIT (CHECK) IS REQUIRED AND MUST BE SUBMITTED WITH THIS APPLICATION. YOU WILL BE REFUNDED AFTER THE MOVE-IN, PROVIDED NO DAMAGE IS INCURRED DURING THE MOVE.

**PLEASE NOTE THAT AS PER THE CONDOMINIUM BY-LAWS LEASES MUST BE FOR A MINIMUM TERM OF ONE (1) YEAR, AND MUST BE OCCUPIED BY THE SAME TENANT.**

**PLEASE RETURN THE COMPLETED APPLICATION TO:**

RY Management Co. Inc.  
Attention CLOSING/TRANSFER DEPARTMENT  
50 Battery Place  
New York, NY 10280  
212- 786-2803  
212-786-9075 Fax

The Windsor at Forest Hills Condominium  
c/o RY. Management Co., Inc.  
50 Battery Place New York, NY 10280  
(212)-786-2803

As per the Condominium By-Laws Section 6.4 Paragraph D, "If the Unit Owner shall at any time lease the Unit and shall default in the payment of any common charges or additional common charges, the Board may, at its option, so long as such default shall continue, demand and receive from the tenant the rent due or becoming due from such tenant to the Unit Owner, and apply the amount to pay sums due and to become due from the Unit Owner to the Condominium. Any payment by a tenant shall constitute a discharge of the obligation of such tenant to the Unit Owner, to the extent of the amount so paid. The acceptance of rent from any tenant shall not be deemed the consent to or approval of any leasing by the unit owner, or a release or discharge of any of the obligations of the Unit Owner hereunder. In the event that tenant fails to pay the rent to the Condominium after demand by the Board, the Board shall have the right to commence summary eviction proceeding in the name of or on behalf of the Unit Owner, against the tenant. All expenses incurred by the Board shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner."

Agreed and accepted by,

\_\_\_\_\_  
Owner Print

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Print

\_\_\_\_\_  
Owner Signature

Sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

The Windsor at Forest Hills Condominium  
C/O RY Management Co., Inc.  
50 Battery Place, NY, NY 10280  
(212) 786-2803

The tenant hereby agrees that he/she shall purchase and maintain a renter's insurance policy from an insurance company or agency duly licensed to issue said policies within the State of New York. The tenant shall purchase said renter's insurance policy and provide the Managing Agent with documentary proof of the same, within Thirty (30) days of the tenant taking possession of his/her apartment unit. Said renter's insurance policy shall be maintained throughout the life of the tenant's lease and at all times during which the tenant maintains possession of his/her apartment unit. The renter's insurance policy purchased by the tenant must ensure adequate coverage (not to be less than \$250,000 in coverage) which reasonably protects and indemnifies the tenant from any damage of, loss and theft, whatever the source, to the Condominium, the tenant's personal property, belongings or articles. Pursuant to this provision the tenant hereby expressly agrees to hold The Windsor at Forest Hills Condominium, The Windsor Board of Managers, RY. Management Co., Inc. and the Unit Owner harmless for any damage to, loss or theft of the tenant's personal property, belongings or articles maintained within the tenant's apartment unit or any public areas of the landlord's property.

Sign: \_\_\_\_\_ Print: \_\_\_\_\_  
Unit Owner

Sign: \_\_\_\_\_ Print: \_\_\_\_\_  
Unit Renter

Sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



State of New York  
**Division of Housing and Community Renewal**  
 Office of Rent Administration

**NOTICE TO TENANT**  
**DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s):

Subject Premises:

Apt.#:

Date of vacancy lease:

**BEDBUG INFESTATION HISTORY**  
 (Only boxes checked apply)

There is no history of any bedbug infestation within the past year in the building or in any apartment.

During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the \_\_\_ floor(s).

During the past year the building had a bedbug infestation history on the \_\_\_\_\_ floor(s) and it has not been the subject of eradication measures.

During the past year the apartment had a bedbug infestation history and eradication measures were employed.

During the past year the apartment had a bedbug infestation history and eradication measures were not employed.

Other:  
 \_\_\_\_\_

Signature of Tenant(s): \_\_\_\_\_ Dated:  
 \_\_\_\_\_

Signature of Owner/Managing Agent: \_\_\_\_\_ Dated:  
 \_\_\_\_\_

**THE REAL ESTATE BOARD OF NEW YORK, INC.  
SPRINKLER DISCLOSURE LEASE RIDER**

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014, all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): \_\_\_\_\_

**Lease Premises Address:**    **107-24 71<sup>st</sup> Road, Forest Hills, NY 11375.**  
**Apartment Number:** \_\_\_\_\_ {the "Leased Premises"}

Date of Lease: \_\_\_\_\_

**CHECK ONE:**

- 1.  **There is NO Maintained and Operative Sprinkler System in the Leased Premises.**
  
- 2.  **There is a Maintained and Operative Sprinkler System in the Leased Premises.**

**A. The last date on which the Sprinkler System was maintained and inspected was on \_\_\_\_\_.**

A "**Sprinkler System**" is a piping and appurtenances designed and installed in accordance with generally accepted standards so that the heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(S)).

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**Acknowledgement & Signature:**

I, the tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

**Tenant:** Name: \_\_\_\_\_

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

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

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

**Owner:** Name: \_\_\_\_\_

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

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50 Battery Place New York, NY 10280  
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APPLICATION FOR OCCUPANCY AND WAIVER OF RIGHT OF REFUSAL  
**(PLEASE PRINT)**

Application for apartment at **107-24 71<sup>st</sup> Road**, Apt. # \_\_\_\_\_ Forest Hills,  
NY 11375.

Desired Date of Occupancy: \_\_\_\_\_

Lease/Sale Amount: \_\_\_\_\_ Amount Finance: \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

**Co-Applicant Name:** \_\_\_\_\_

Social Security No.: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

**RESIDENCE HISTORY**

**Current Landlord (Applicant):** \_\_\_\_\_

Contact # for Landlord: \_\_\_\_\_ How long: \_\_\_\_\_

**Current Landlord (Co- Applicant):** \_\_\_\_\_

Contact # for Landlord: \_\_\_\_\_ How long: \_\_\_\_\_



**REFERENCES**

1. Name of Attorney (Applicant): \_\_\_\_\_

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

2. Name of Attorney Co-Applicant: \_\_\_\_\_

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

**Bank Name:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

**Bank Name:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

Name and Address of party to be contacted for information regarding all applicant's current source of Income:

\_\_\_\_\_

Citizenship of Applicant(s): \_\_\_\_\_

Name and Address of person who is authorized to accept service in absence of the applicant:

\_\_\_\_\_

1. Name of Designated Occupant:  
\_\_\_\_\_

Relationship to applicant: \_\_\_\_\_

2. Will there be any business or professional activity in this unit? \_\_\_\_\_

3. If so, what is the nature of the business or profession (describe in detail):  
\_\_\_\_\_

4. Will there be any employees living or working in the unit? \_\_\_\_\_

5. If so, how many? \_\_\_\_\_

Domestic: \_\_\_\_\_ Business: \_\_\_\_\_

6. Will there be any business or professional visitors to the unit? \_\_\_\_\_

7. If so, estimated number per day: \_\_\_\_\_

8. Does Occupant wish to maintain any pets? \_\_\_\_\_ If so, specified the breed, age & weight **(25-pound limit)**

\_\_\_\_\_

**Additional Information**

Other Residents to Occupy Apt.	Social Security #	Relationship to Head	Sex	Age
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____

\_\_\_\_\_  
Prospective Tenant/Owner

Date: \_\_\_\_\_  
MM/DD/YYYY

\_\_\_\_\_  
Prospective Tenant/Owner

Date: \_\_\_\_\_  
MM/DD/YYYY

**AFFIDAVIT OF INCOME**

The undersigned, being duly sworn, deposes and says the following:

1. That I reside at \_\_\_\_\_
2. That I have heretofore signed an application for Apartment No. \_\_\_\_\_ at 107-24 71<sup>st</sup> Road, Forest Hills, New York 11375.
  - (a) that my total income as reported in New York State Income Tax Return as "Total Income" for the year 20\_\_ was \$ \_\_\_\_\_;
  - (b) that the combined income of all persons who will reside in said apartment as reported on New York State Income Tax Returns as "Total Income" for the year 20\_\_ was \$ \_\_\_\_\_;
  - (c) that it is reasonably anticipated that such total income (estimated by the occupants during the current year) will be \$ \_\_\_\_\_.
3. That I certify that the statements herein contained and in my application are, to my personal knowledge and belief, true, correct, and complete and that I understand that any willful misrepresentation made herein and therein may be cause for termination of my lease or occupancy agreement and such other penalties as may be provided by law.

\_\_\_\_\_  
SIGNATURE Prospective Unit Owner/Tenant

\_\_\_\_\_  
PRINT NAME

SOCIAL SECURITY # \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE Prospective Unit Owner/Tenant

\_\_\_\_\_  
PRINT NAME

SOCIAL SECURITY # \_\_\_\_\_

Sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

## **ADDENDUM TO THE BY-LAWS RULES AND REGULATIONS**

1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. No velocipedes, bicycles, rollerblades, scooters, or similar vehicle shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building, except in the designated bike rack/storage areas
3. All service and delivery persons will be required to use the service entrance or such other entrance of the Building designated by the Condominium Board or the Managing Agent. In addition, all servants, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purpose of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests subtenants, licensees, or invitees.
4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for the purpose and only through the service entrance.
5. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.
6. No Unit may be used for the storage of any flammable materials or any other materials the storage of which may constitute a building code violation or which will increase the insurance requirements for the Building.
7. No refuse from the Units shall be sent to the service area of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.
8. There shall be no playing, or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the

Building.

9. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.
10. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his Family Members, agent servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.
11. There shall be no barbecuing, in the Units, in their appurtenant Limited Common Elements, if any, or in the Common Elements. Notwithstanding the foregoing, the second-floor rooftop will include an outdoor kitchen with electric grill for use by Residential Unit Owners. Use of such kitchen area shall be subject to any rules, rules and regulations passed or to be passed by the Board regarding its usage.
12. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Residential Unit or its appurtenant Limited Residential Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit or its appurtenant Limited Residential Common Elements, if any, between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M.. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.
13. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in, on or about the Building unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Condominium Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any

- of the public portions of the Building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.
14. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Residential Unit shall be used for home occupation purposes in conformance with the Declaration and the By-laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule. :
  15. Unless expressly authorized by the Condominium Board in each instance, not less than 80% of the floor area of each Residential Unit (excepting, only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise reducing material.
  16. No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any windows of any Residential Unit be colored or painted.
  17. No ventilator or air conditioning device shall be installed in any Residential Unit or its appurtenant Limited Residential Common Elements, if any, without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.
  18. No radio, satellite dish, or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale", "For Lease", or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or the By-Laws or shall have been approved in writing, by the Condominium Board or the Managing Agent. Nothing shall be projected, hung or affixed to or from any window, wall of terraces, or railings on balconies/terraces of a Residential Unit without similar approval.
  19. 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.
  20. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into 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.

21. Each Unit Owner shall keep his Unit and its appurtenant Limited Residential Common Elements, if any, in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.
22. The agents of the Condominium Board or the Managing Agent, and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least 1 days prior notice to the Unit Owner, for the purpose of inspecting such 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; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.
23. The Condominium Board or the Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit at any time when an entry therein is necessary or possible under these Rules and Regulations or under the By-laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry, reasonable care is given to such Residential Unit Owner's property).
24. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, truck, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 22 above) be liable for injury loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
25. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever, enter upon, or attempt to enter upon any roof area of the Building unless such roof area is part of the designated common area of the Building,
26. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.
27. Any consent or approval given under these Rules and Regulations may be

amended, modified, added to, or repealed at any, time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

28. No Residential Unit Owner shall install any plantings on any Terrace or roof without the prior written approval of the Condominium Board. Plantings shall be placed in containers impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the containers to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in containers which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace or roof but shall stand on supports at least 2 inches above such surface. No planting shall be permanently affixed to the Terrace or roof surface and shall be able to be easily moved. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary by or damage caused by such plantings. The Condominium Board shall have an easement and a right of access to the Terrace appurtenant to a Unit to inspect the same and to remove violations therefrom and to install, operate, maintain, repair, alter, build, restore, and replace any of the Common Elements located in, over, under through, adjacent to, or upon the same.
29. No Residential Unit Owner shall enclose, erect a greenhouse and/or alter the Terrace appurtenant to a Residential Unit in such a way that will alter the conformity of the Building, without the prior written consent of the Condominium Board.
30. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.



**The Windsor at Forest Hills Condominium**  
**C/O RY Management Co., Inc.**  
**50 Battery Place New York, NY 10280**  
**(212) 786-2803**

**RULES AND REGULATIONS & BY-LAWS ACKNOWLEDGEMENT**

**The Windsor at Forest Hills Condominium**

Address: \_\_\_\_\_ Apt. \_\_\_\_\_

I \_\_\_\_\_

Have reviewed the By-Laws of The Windsor at Forest Hills Condominium and agree to the fact the unit will be used as my primary residence and will be occupied solely by myself and the people listed on my application for occupancy. I also understand that the unit must be used solely as a residence and not for any commercial purpose.

Furthermore, I have received a copy of and will comply with all Rules and Regulations (specifically attached here to) and By-Laws of The Aston Condominium.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

**The Windsor at Forest Hills Condominium**  
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50 Battery Place New York, NY 10280  
(212) 786-2803

**NO SMOKING AND BY-LAWS ACKNOWLEDGEMENT**

**The Windsor at Forest Hills Condominium**

Address: \_\_\_\_\_ Apt. \_\_\_\_\_

I \_\_\_\_\_  
understand that by signing this acknowledgement, that I am fully aware that The Windsor at Forest Hills Condominium, 107-24 71<sup>st</sup> Road, Forest Hills, NY 11375 is a completely no smoking (SMOKE FREE) building. I understand that this information may be found in the first Amendment to the Declaration and By-Laws (Copy attached)

I understand and agree that smoking inside the apartment or any portion of the building including outside, or any common area is strictly prohibited. I will comply with all the Rules and Regulations and the By-Laws of the Windsor at Forest Hills Condominium.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature



50 Battery Place, New York, NY 10280 p (212) 786-2803 f (212) 786-9075  
www.rymanagement.com

October 15, 2018

To the Unit Owners of  
The Windsor at Forest Hills Condominium

RE: First Amendment to the Condominium Declaration and By-Laws

Ladies and Gentlemen:

Enclosed please find the First Amendment to the Condominium Declaration officially making The Windsor at Forest Hills a **NO Smoking Facility**. This means that smoking of any kind by anyone is **NOT** permitted in any apartment, common area or within 25 feet of the Building itself.

The Amendment also requires all Unit Owners to maintain Homeowners insurance.

Over the next couple of weeks, we will be implementing various signage and updating the Condominium documents, Building Link etc. to reflect these changes. However, both of these changes are effective as of the date of the filing approval on October 4, 2018.

Shortly after the New Year, we will begin to contact Unit Owners in order to obtain copies of your Homeowners insurance policies.

If you are an investor owner, please be sure that you inform your tenants of the No Smoking Policy.

Any violation of these two Amendments or any Condominium policy will result in fines being levied against the Unit Owners common charge account.

We appreciate everyone's anticipated cooperation.

Very truly yours,

RY. Management Co., Inc.

By Email and First-Class Mail

**FIRST AMENDMENT TO DECLARATION**

Name:

**THE WINDSOR AT FOREST HILLS**

Date of Declaration:

September 15, 2005

The land affected by the within instrument lies in  
Clock 3257, F/K/A Lot 45  
And N/K/A Lots 1001-1098

On the  
Tax Map of the Borough of Queens,  
County of Queens, City of New York

Prepared by:

Braverman Greenspun, P.C.  
110 East 42<sup>nd</sup> Street, 17<sup>th</sup> Floor  
New York, NY 10017  
(212) 682-2900

FIRST AMENDMENT TO THE DECLARATION  
OF  
THE WINDSOR AT FOREST HILLS

The First Amendment ( the “ First Amendment”) to the Declaration of Condominium establishing a plan for the condominium ownership for the premises known as The Windsor at Forest Hills (the “Condominium”) located at 107-24 71<sup>st</sup> Road, Forest Hills, New York 11375, is made on 20<sup>th</sup> day of August 2018 by the Board of Managers (the "Board") of the Condominium.

WITNESSETH:

WHEREAS, the Declaration of The Windsor at Forest Hills, dated September 15, 2005 (the "Declaration), was recorded in the Office of the City Register of the City of New York on October 20, 2005 at CRFN2005000588248, establishing a plan for Condominium ownership of the premises known as The Windsor at Forest Hills, having a street address at 108-24 71\* Road, Forest Hills, New York 11375, pursuant to Article 9-B of the Real Property Law of the State of New York; and

WHEREAS, the By-Laws of Condominium (the "By-Laws") are recorded with, and as "Exhibit D" to, the Declaration; and

WHEREAS, the By-Laws of the Condominium state that the By-Laws may be amended: (i) by the vote of 66 2/3% in number and common interest of all Unit Owners entitled to vote a meeting called for such purpose; and

WHEREAS, at a duly held Special Meeting of all Unit Owners on August 1, 2018, such Unit Owner approval was duly obtained for the modifications described in this First Amendment; and

WHEREAS, the Board desires to effectuate such modifications to the By-Laws upon the terms and conditions set forth,

NOW THEREFORE, the By-Laws are hereby modified as follows:

1. Smoking Prohibited. Article 5 of the By-Laws is hereby amended to add the following new Section 5.15 as follows:

5.15 (i) From and after the date this amendment to the By-Laws is duly recorded in the Register's Office of the City of New York, smoking shall be prohibited in any part of the Building and Property of the Condominium, inclusive of, but not limited to, all Units and Common Elements. For purposes hereof, "smoking" shall mean the inhaling, exhaling, burning, or

carrying of any lighted cigar, cigarette, pipe, e-cigarette, "vape," or other lighted smoking device for burning tobacco or any other plant. "Smoking" shall not include the burning of incense in a religious ceremony.

5.15 (ii) Smoking in violation of this Section 5.15 shall be deemed to be a nuisance for purposes of Article 5, Section 5.6(A) of the By-Laws, with respect to which the Board shall have all rights and remedies applicable thereto.

5.15 (iti) Without limitation of the foregoing, upon receipt of the first report that a smoking is occurring anywhere within any part of the Building and Property of the Condominium, inclusive of, but not limited to, all Units and Common Elements, the Board or managing agent shall investigate such report and, if it concludes that there was a violation, issue a warning letter to the Unit Owner owning the Unit within which the violation occurred, or responsible for the individual who has committed the violation. Upon a report of a second or subsequent violation of any provision of this Section [or Article 5, Section 5.15] by such Unit Owner (or individual for whom such Unit Owner is responsible) the Board or managing agent shall again investigate such a report. If the Board or the managing agent concludes, based on the information available, that a violation has occurred, they shall impose such fines, penalties, or other remedies available to the Board hereunder for violations of the Declaration and/or By-Laws.

2. Insurance. Article 5, Section 5.4(E) of the By-Laws is hereby deleted and replaced by the following new Section 5.4(E) as follows:

( E) The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property contained in the Unit. In addition, Unit Owner are responsible for maintaining insurance on all portions of their Unit, Unit Installations and appurtenant Limited Common Elements for which such Unit Owner bears repair and/or maintenance responsibility. Accordingly:

(1) A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit, its appurtenant Limited Common Elements (if any), or any part thereof, with minimum combined single limits of liability of \$300,000 for bodily injury or death arising out of any one occurrence including \$300,000 for damage to property and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit, its appurtenant Limited Common Elements, or any part thereof (including, but not limited to Unit Installations, as well as appropriate coverage for additions, alterations improvements and betterment and loss due to water damage). The limit of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time.

(2) The insurance required of Unit Owners hereunder shall be written in form reasonably satisfactory to the Condominium Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) days' written notice from the Condominium Board or the Managing Agent, the Unit Owner shall deliver to the Condominium Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. The liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery.

(3) All such policies required of Unit Owners shall contain waivers of subrogation and provide that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any other Unit Owner or the Condominium Board. In no event shall the requirement that Unit Owners carry "improvements and betterments" insurance coverage be construed as limiting the Unit Owners' insurance, maintenance, repair and/or other obligations hereunder to Alterations or other changes made to the Unit, or requiring that the Condominium bear any such responsibility with respect to Unit Installations (regardless of whether such Unit Installations were installed by the Sponsor in connection with the construction of the Building, or are the result of an Alteration or other change to the Unit).

(4) Should any Unit Owner fail to maintain any insurance required hereunder, in no event shall any Board bear any responsibility for such repairs, regardless of whether the damage in question would or may be covered under any policy of insurance maintained by such Board

3. All defined terms used but not otherwise defined in this First Amendment shall have the meanings ascribed thereto in the Declaration, as amended to date.

4. All references to the Declaration shall hereafter refer to the Declaration and the By-Laws, as amended by this First Amendment, and as same may be hereafter amended from time to time. Except as amended herein, the provisions of the Declaration shall remain in full force and effect and are hereby ratified and confirmed in all respects.

5. If any provision of this First Amendment, or any section, sentence, clause, phrase or word, or the application thereof shall in any circumstances be judicially held in conflict with the laws of the State of New York, then the said laws shall be deemed controlling and the validity, force and effect of the remainder of this First Amendment, and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

6. The Secretary of State of the State of New York is hereby designated to receive service of process on behalf of the Condominium. The Condominium's address is c/o RY Management Co., Inc., 50 Battery Place, New York, New York 10280

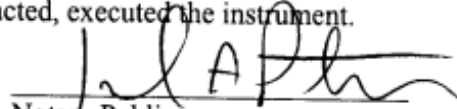
IN WITNESS WHEREOF, this First Amendment to the Declaration has been executed as of the day and year first above written.

Board of Managers of  
The Windsor at Forest Hills

  
By: Kathy W. Parrino  
Title: Secretary

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK )

On the 7<sup>th</sup> day of August in the year 2018 before me, the undersigned, personally appeared **Kathy W. Parrino** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/ she/ they executed the same in his/her/ their capacity (ies), and that by his/her/ their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual (s) acted, executed the instrument.

  
Notary Public

**JOEL A PETERSON**  
Notary Public, State of New York  
No. 01PE6063647  
Qualified in Richmond County  
Commission Expires 9/4/2021



Windsor at Forest Hills Condominium (“Condominium”)  
107-24 71<sup>st</sup> Road, Forest Hills, NY

**WAIVER, RELEASE AND INDEMNIFICATION**  
**AGREEMENT FOR MEMBERS**

**THIS AGREEMENT MUST BE SIGNED BY ALL UNIT OWNERS AT  
THE CONDOMINIUM THAT INTENDS TO USE THE GYM**

The undersigned hereby requests that the Condominium grant me and resident members of my family above the age of **16** listed below permission to use the Condominium gym (the “Gym”) according, and subject to the following:

I represent that I, and each family member (including each minor child of mine over the age of **16** who may use the Gym facilities, and equipment, are in good health, and have no disability, impairment, medical condition, or illness which may prevent us from engaging in exercise or use of the Gym facilities, and equipment or which pose a health risk to other users of the Gym. I further agree that neither I nor any family member will use the Gym or its facilities if any medical condition or illness will pose a health risk to us or others. We assume full responsibility for our and our family members’ medical condition as it relates to engaging in exercise. We agree that neither we nor any of our family members shall use any of the Gym facilities or equipment with open cuts, abrasions, sores, infections, contagious conditions or maladies which may impose a health risk to others. Further, neither we nor our family members have been instructed by a physician not to utilize equipment or not to participate in any activities of the type offered in the Gym.

We understand that we and our family members’ presence in the Gym, and our use of the Gym involves risks. We hereby assume all risks and responsibility, through accident, illness or otherwise, for any damage, injury, or other effect upon the health or physical condition of us or our family members sustained as a result of our or our family members using the Gym. We acknowledge and agree that the Condominium, its Board of Managers, its unit owners, its officers, its Managing Agent, and its agents, independent contractors and employees (the “Condo Indemnities”) are not responsible and are hereby released and discharged from, and we do hereby indemnify, and agree to defend, and hold harmless the Condo Indemnities from and against all claims, suits, losses, damages, liabilities, demands, or expenses (including legal costs), whether known or unknown, present or future, on account of or as a result of any damage, injury or other effect upon any person or property that may occur as the result of the use of the Gym by us, or family members or any person, permitted or not, who gained access to the Gym with our assistance or acquiescence.

The Condominium has advised us not to bring valuable personal property into the Gym. We assume full responsibility for any loss or damage to our personal property which may occur in the Gym. The Condominium, its Officers, Board of Managers, its Unit Owners, Managing Agent, independent contractors, and its agents and employees shall not be liable for the loss, theft, or damage of any of my personal property located anywhere in the Gym.

We have been informed and acknowledge that the Condominium will not provide any trainers or other supervision at or in connection with the Gym. We agree to use the equipment and facilities of the Gym without any such supervision, although we may use a trainer of our choosing and at our own expense while exercising.

We have neither requested nor received any express representations or warranties as to the adequacy, safety or use of the equipment and facilities and the Condominium does not make any implied representations or warranties with regard to the fitness or use of the equipment.

As a condition to use the Gym, I hereby acknowledge and agree that neither I nor other members of my family shall permit anyone other than a member of my immediate family residing with us over the age of 16 to use or have access to the Gym under any circumstances without prior written permission from the Condominium and that upon my failure to adhere to this agreement, we risk the termination of use in the Gym.

This Waiver, Release and Indemnification Agreement has been executed by me on my own behalf and on behalf of the members of my immediate family residing with me at the Condominium, who are entitled to use the Gym under the Rules.

We have received a copy of the Gym Rules as currently in effect and agree to be bound by them and any amendments to them hereafter provided to us. We agree that the Condominium reserves the right to suspend or revoke the use of the exercise room, for a breach of the Gym rules or regulations or inappropriate behavior as determined by the Condominium in its sole discretion.

I, and other members of my family entitled to use the Gym, agree that any dispute or question concerning the use of the Gym may be resolved by the Board of Managers ("Board") of the Condominium and the decision of such Board shall be, in all respects binding upon us.

I have read and understand the foregoing and have had an opportunity to consult counsel regarding the same. I agree to abide by, and be bound by, the foregoing terms and conditions.

Unit No. \_\_\_\_\_

UNIT OWNER /TENANT

CO-UNIT OWNER/TENANT

\_\_\_\_\_

\_\_\_\_\_

(Date): \_\_\_\_\_

Family Members:

Names

Ages

**GYM RULES AND REGULATIONS**  
**WINDSOR AT FOREST HILLS CONDOMINIUM (THE “CONDOMINIUM”)**

**MEMBERSHIP REQUIREMENTS**

1. The facilities and privileges of the Gym are available only to Condominium Unit Owners and their family members residing in the Unit and approved tenants. Employees of Unit Owners are not eligible to use the facility. They and outsiders (other than trainers who are retained by a resident and who comply with the trainer requirements described below) are not permitted in the Gym.
2. Residents must sign and file with the Resident Manager of the Building a Waiver, Release and Indemnification Agreement on forms prescribed by the Condominium.
3. Residents of the Building who do not sign the waiver will not be allowed in the Gym.

**AGE REQUIREMENT**

4. No person under 16 years of age is permitted in the Gym.
5. Residents between the ages of 16 and 18 may use the Gym only while accompanied by his or her qualified relative. Qualified relatives include, in addition to a parent or guardian, a grandparent, and a brother or sister over the age of 18.

**TIME PERIODS**

6. The Gym may be used 6AM-12PM, subject to such changes and closings as the Board of Directors or its designee shall, in its sole discretion, deem to be necessary or advisable.

**PROPER ATTIRE**

7. Proper athletic footwear must be worn in the Gym. No street shoes, boots, sandals, or black soled sneakers may be worn in the Gym. Proper gym clothing, including shorts or sweatpants (or the equivalent) and a top, shall be worn at all times in the Gym.

**EQUIPMENT USE**

8. Residents are advised, before utilizing the Gym, to receive an introductory demonstration from a qualified person in the use of the equipment. The Condominium assumes no responsibility for any such demonstration, whether by the equipment supplier or a trainer.

9. The Gym is for the use and enjoyment of all Unit Owners and family members residing in a Unit. Rules of common etiquette apply, including courtesy to other Owners, compliance with reasonable time limitations when other residents are waiting, returning weights to their proper place, wiping perspiration off pads and equipment upon completion of use and, when using strength-training equipment in multiple sets, allowing other Owners to “work in.” Use of the television is subject to rules of common courtesy and, when more than one resident is using the Gym, reasonable consensus.
10. Roughhousing and other dangerous activity or boisterous behavior is not permitted.
11. Use of a piece of equipment should not exceed 30 minutes when another resident is waiting to use that equipment.
12. Equipment must be used in the manner for which it is intended and only in accordance with the manufacturer’s instructions as indicated on the equipment. Misuse of equipment may result in revocation or suspension of Gym use.
13. Equipment, including weights and emergency call buttons, may not be removed from the Gym.
14. Unit Owners shall not attempt to operate or repair equipment that is broken or malfunctions. Such occurrences shall be reported promptly to the Resident Manager.

### **TRAINERS**

15. Residents may bring into the Gym, solely for supervision of their use of the exercise equipment, any qualified trainer of their choice, provided that (1) the presence of the trainer does not interfere with the use of the Gym or equipment by other Unit Owners, (2) the trainer has placed on file with the Resident Manager or Managing Agent a written Waiver, Release and Indemnification Agreement in form satisfactory to the Condominium, and (3) the trainer has obtained and filed with the Resident Manager or Managing Agent a certificate of insurance satisfactory to the Condominium.

### **GENERAL RULES AND REGULATIONS**

16. Unit Owners using the Gym do so at their own risk. It is recommended that each Resident obtain a physical examination before using the Gym. Use of the Gym constitutes as acknowledgment by the user that neither the Condominium nor any of its officers, directors, managers, Managing Agent, Unit Owners, employees or agents is responsible for any damage or expense, medical or otherwise, resulting from injury or illness due to the use or condition of any equipment or the physical presence in the Gym of any other person or otherwise.

17. In the event of any accident or emergency, the Resident Manager or the doorman must be notified immediately.
18. Unit Owners should not bring valuables into the Gym. Use of the Gym constitutes an acknowledgment by the user that neither the Condominium nor any of its officers, directors, managers, Managing Agent, Unit Owners, employees or agents shall be liable for any disappearance, loss, theft or damage to personal property of any resident, including money, keys or jewelry.
19. Each Unit Owner is responsible for damage to property caused by that resident or by persons under the age of 18 supervised by him or her.
20. No glass of any kind is allowed in the Gym, other than eyeglasses worn during exercise.
21. All refuse shall be properly placed in the receptacle provided for that purpose.
22. **No** food is permitted in the Gym.
23. **No** smoking is permitted in the Gym.
24. Each user shall bring his or her own towel to the Gym and shall remove same upon completion of his or her use of the Gym.
25. Occupancy of the Gym shall not exceed legal limits.
26. Pets are not permitted in the Gym.
27. Violation of these rules and regulations is ground for revocation or suspension from the Gym, in the discretion of the Board of Directors or any person or committee authorized by it to enforce these rules and regulations.
28. The Condominium reserves the right to close or suspend use of the Gym or add to, delete or change any or all these rules and regulations without prior notice.

Windsor at Forest Hills Condominium ("Condominium")  
107-24 71<sup>st</sup> Road, Forest Hills, NY

**WAIVER, RELEASE AND INDEMNIFICATION**  
**AGREEMENT FOR MEMBERS**

**THIS AGREEMENT MUST BE SIGNED BY ALL UNIT OWNERS AT  
THE CONDOMINIUM THAT INTENDS TO USE THE PLAYROOM**

The undersigned hereby requests that the Condominium grant me and resident members of my family permission to use the Condominium's playroom (the "Playroom") according, and subject to the following:

No family member or caregiver shall use the Playroom, or any equipment or toys located therein if they have a medical condition or illness that will pose a health risk to persons using the Playroom. We agree that neither we nor any of our minor children or caregivers shall use the Playroom facilities or equipment with open cuts, abrasions, sores, infections, contagious conditions or maladies which may impose a health risk to others.

We acknowledge and agree that, to the fullest extent permitted by law, the Condominium, its Board of Managers, its unit owners, its officers, its Managing Agent, its agents, independent contractors, and employees are not responsible and are hereby released and discharged from, and we do hereby indemnify, and agree to defend, and hold harmless all such entities and persons from and against, all claims, suits, losses, damages, liabilities, demands, or expenses (including legal costs) arising out of, or relating to, the use of the Playroom by us, or our family members, caregivers, or other persons who gained access to the Playroom with our permission or acquiescence.

We assume full responsibility for any loss or damage to our personal property which may occur in the Playroom. The Condominium, its Officers, Board of Managers, its unit owners, Managing Agent, independent contractors, and its agents and employees shall not be liable for the loss, theft, or damage of any of my personal property located anywhere in the Playroom.

We have neither requested nor received any express representations or warranties as to the adequacy, safety equipment and facilities in the Playroom and the Condominium does not make any implied representations or warranties with regard to the fitness or use of the equipment.

This Waiver, Release and Indemnification Agreement has been executed by me on my own behalf and on behalf of the members of my immediate family residing with me at the Condominium, and/or caregivers, who are entitled to use the Playroom.

We have received a copy of the Rules as currently in effect and agree to be bound by them and any amendments to them hereafter provided to us.

We agree that the Condominium reserves the right to suspend or revoke the use of the Playroom, for a breach of the Playroom rules or regulations or inappropriate behavior as determined by the Condominium in its sole discretion.

I, and other members of my family entitled to use the Playroom, agree that any dispute or question concerning the use of the Playroom may be resolved by the Board of Managers of the Condominium and the decision of such Board shall be, in all respects binding upon us.

I have read and understand the foregoing and have had an opportunity to consult counsel regarding the same. I agree to abide by, and be bound by, the foregoing terms and conditions.

Unit No. \_\_\_\_\_

UNIT OWNER/TENANT:

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

CO-UNIT OWNER/TENANT:

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

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

**THE WINDSOR AT FOREST HILLS CONDOMINIUM  
PET POLICY**

This pet policy intends to ensure that all The Windsor at Forest Hills unit owners and unit renters ('residents') and employees can co-exist in a safe, sanitary, and pleasant environment. Additionally, abiding by this policy and completing and submitting the attachment forms will allow for pets to be accounted for in the event of an emergency.

1. No pet of any kind over 25 pounds may be harbored at The Windsor at Forest Hills Condominium.
2. Resident may only maintain one (1) dog or two (2) cats or one (1) dog and one (1) cat.
3. Pet may only Enter and Exit the building through the service entrance.

**General Pet Ownership Rules**

- a. Residents are responsible for compliance with all applicable city, state, federal and administrative laws and rules, as well as with this pet policy.
- b. Pets, specifically dogs, may not be walked (for the purpose of their daily ritual/exercise) on The Windsor at Forest Hills Condominium property.
- c. Pets must be curbed and may not urinate or defecate on condominium property.
- d. When outside the apartment, pets must be carried, on a leash or in an animal carrier. Pets may not roam the halls, be tied or chained outside the unit or to condominium.
- e. Pet owners are responsible for cleaning up after their pets and must do so immediately.
- f. Pet owners are responsible for any damage directly or indirectly caused by their pets (e.g. a carpet or wall covering is damaged by the cleaning process that resulted from a pet's urination; the replacement cost will be covered by the pet owner).
- g. Pet owners must keep the common areas surrounding their unit free of pet odor, insect infestation, waste, litter, etc.
- h. Pet owners are responsible for ensuring that the rights of the other residents to peace, quiet enjoyment, health and/or safety are not infringed upon by their pet's noise, odors, wastes or other nuisances. Nuisance behaviors include, but are not limited to:
  - Unruly pets whose behavior causes personal injury or property damage.
  - Pets that make noise continuously and/or incessantly for a period of ten minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night.
  - Pets that relieve themselves on walls or floors or in the elevators.

- Pets in common areas are not under the complete physical control of a responsible human companion and on a hand-held leash or in a pet carrier.
- Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.
- Pets that are conspicuously unclean, malodorous or parasite infested.

### **Pet registration**

- a. Residents are permitted to have pets, including dogs.
- b. Residents who own one or more pets in their unit must timely register their pet(s) as required by law and must sign and comply with his policy.
- c. To register pets, complete the attached registration form and return it to management with the following:
  - A copy of current license required by law for each pet; and
  - The name and phone number of a contact person who can be called upon to care for the pet in case of any emergency.

### **New Pets**

In the event that a pet no longer resides in the unit or a new pet is acquired:

- The new pet must be registered promptly with management in accordance with this pet policy, and in any event within seven (7) days after the pet is brought to Hudson view east Condominium property.

If a pet no longer resides in the unit, management must be promptly notified.

### **Visiting Pet**

Residents are responsible for any damage or infraction caused by a visiting pet.

### **Stray Animals**

Stray animals may carry diseases and/or may be vicious. Residents are prohibited from feeding or harboring any stray animal (s).

### **Violations & Enforcement**

#### a. Notification:

Any resident or The Windsor at Forest Hills employee who observes an infraction of any of these rules shall politely discuss the infraction with the violator in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed and presented to the managing agent.

The pet owner will receive written notice of the violation. The violation may result in a fine or other enforcement action, the board of managers also has the authority to assess and collect amounts necessary to repair or replace damaged areas or objects.

#### b. Fines:

A fine may be imposed upon a resident for violation of these rules by the resident or any member of their household, and any guest or visitor to their unit.

The fines shall be \$100.00 for a first violation, \$250.00 for a second violation and \$500.00 for a third or further violation. In the event of a violation, a written notice



will be provided to the resident setting forth the provision of this pet policy violated and the amount of any fine imposed. The fine will become immediately due and payable. Any fees or costs associated with the enforcement of the Windsor at Forest Hills Condominium pet policy will be billable to the Unit Owner.

c. Appeals:

Fines are not subject to challenge unless, within seven (7) days after the aforesaid notice is given to the resident, the resident disputes the fine by written notice to the managing agent.

The notice of dispute shall be accompanied by such documents, written statements and other evidence the resident considers relevant to the appeal. If notice of dispute is timely given by residents, the complaint or incident report on which the notice of violation is based and the materials submitted by the resident shall be reviewed by the managing agent, which shall also conduct an investigation as it deems necessary for the purpose of determining the validity of the imposition of such fine.

If the managing agent determines that the fine is valid and justified, it shall report its conclusion to the board of managers, which shall thereafter determine whether the imposition of the fine will be upheld. The board of managers shall give notice to the resident of its determination. If the fine is upheld, it shall thereupon become immediately due and payable.

- d. Each day that a violation continues after notice of the violation is given to the resident shall constitute a separate and distinct violation of this pet policy.
- e. The Board of managers may require the permanent removal of any pet if such pet is determined by the board to be a nuisance or a danger to The Windsor at Forest Hills community, its residents, guests and/ or employees. Non-payment of fines imposed in accordance with the foregoing procedure is also grounds for requiring removal.
- f. If it is determined that a pet must be removed, the pet owning resident will be given 30 days to remove the pet from the premises, unless the board determines, in its discretion, that immediate removal of the pet is required in order to protect the health, safety and/ or welfare of The Windsor at Forest Hills community, its residents, guests and/ or employees.

**Indemnification clause**

Pet owning residents shall indemnify The Windsor at Forest Hills Condominium, its Board of Managers, managing Agents, and their respective agents, employees and assigns, and hold them harmless against any loss or liability arising from their pet.

**Policy amendments**

The Board pursuant to policy and in compliance with all relevant statutes and regulations may amend these rules in its sole and absolute discretion at any time and from time to time.

I, \_\_\_\_\_, resident of 107-24 71<sup>st</sup> Road, Unit# \_\_\_\_\_ have read the foregoing and fully understand what is expected and required of me as a pet owner and/or non-pet owning resident.

I agree to comply with all of the above stated and agree to hold harmless The Windsor at Forest Hill Condominium its board of managers, managing agent, and their respective agents, employees and assigns from any actions or incidents involving my pet(s).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

THE WINDSOR AT FOREST HILLS CONDOMINIUM PET REGISTRATION

107-24 71<sup>st</sup> ROAD, UNIT # \_\_\_\_\_

IN THE EVENT OF AN EMERGENCY, PLEASE CONTACT:

\_\_\_\_\_  
 NAME PHONE #

DOG #1	NAME	BREED	COLOR	SIZE/WEIGHT
DOG #2	NAME	BREED	COLOR	SIZE/WEIGHT
CAT #1	NAME	BREED	COLOR	SIZE/WEIGHT
CAT #2	NAME	BREED	COLOR	SIZE/WEIGHT
OTHER PET	NAME	ANIMAL TYPE		
OTHER PET	NAME	ANIMAL TYPE		

PLEASE ATTACH THE FOLLOWING FOR EACH PET:

1. COPY OF CERTIFICATE OF INOCULATIONS
2. COPY OF DOG LICENSE

The Windsor at Forest Hills Condominium  
c/o RY Management Co., Inc.  
50 Battery Place  
New York, NY 10280  
212-786-2803

RELEASE OF INFORMATION AUTHORIZATION

I HEREBY AUTHORIZE ANY INDIVIDUAL, COMPANY OR INSTITUTION TO RELEASE TO TENANT DATA VERIFICATION AND/OR ITS REPRESENTATIVE ANY AND ALL INFORMATION THAT THEY HAVE CONCERNING MY CHARACTER, REPUTATION, MODE OF LIVING, EMPLOYMENT HISTORY AND CREDIT REPORT.

I HEREBY RELEASE THE INDIVIDUAL, COMPANY OR INSTITUTION AND ALL INDIVIDUALS CONNECTED THEREWITH FROM ALL LIABILITY FOR ANY DAMAGE WHATSOEVER INCURRED IN FURNISHING SUCH INFORMATION.

**PROSPECTIVE UNIT OWNER/TENANT**

\_\_\_\_\_  
FULL NAME (PRINT OR TYPE)

\_\_\_\_\_  
DATE OF BIRTH

\_\_\_\_\_  
CURRENT ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SS#

\_\_\_\_\_  
DATE

**PROSPECTIVE UNIT CO-OWNER/ CO-TENANT**

\_\_\_\_\_  
FULL NAME (PRINT OR TYPE)

\_\_\_\_\_  
DATE OF BIRTH

\_\_\_\_\_  
CURRENT ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SS#

\_\_\_\_\_  
DATE

PAYMENT:

NAME OF CREDIT CARD HOLDER: \_\_\_\_\_

SIGNATURE OF CARD HOLDER: \_\_\_\_\_

CREDIT CARD NUMBER: \_\_\_\_\_

INDICATE TYPE OF CARD: \_\_\_\_\_ (VISA, MC, AMEX)

EXPIRATION DATE: \_\_\_\_\_

**DEPARTMENT OF HEALTH  
CITY OF NEW YORK**

**NOTICE TO TENANT OR OCCUPANT**

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, or to fail to complete and return this for to your landlord. If this form is not returned promptly an inspection by the landlord will follow.

\* Except windows giving access to fire escapes or windows on the first floor that are required means of egress from the dwelling unit.

CHECK WHICH EVER APPLY:

- |   |  |
|---|--|
| <input type="checkbox"/> CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT   | <input type="checkbox"/> WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*     |
| <input type="checkbox"/> NO CHILDREN 10 YEAR OF AGE OR YOUNGER LIVE IN MY APARTMENT | <input type="checkbox"/> WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS* |
| <input type="checkbox"/> I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN        | <input type="checkbox"/> WINDOW GUARDS NEED MAINTENANCE OR REPAIR        |
| <input type="checkbox"/> WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR            |  |

Owner/Tenant's Name: \_\_\_\_\_ (PRINT) \_\_\_\_\_ (Address/Apt. No.)

Owner/Tenant's Name: \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

**Return This Form to:**

RY Management Co., Inc.  
50 Battery Place  
New York, NY 10280

**For Further Information Call:**

Windows Fall Prevention Program  
New York City Department of Health  
125 Worth Street, Room 222A  
New York NY 10013

The Windsor at Forest Hills Condominium  
Emergency Contact Information

Unit Number: \_\_\_\_\_

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

**Unit Owner/Resident #1**

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

Home #: \_\_\_\_\_

Work #: \_\_\_\_\_

Mobile #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Unit Owner/Resident #2**

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

Home #: \_\_\_\_\_

Work #: \_\_\_\_\_

Mobile #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail: \_\_\_\_\_

**EMERGENCY CONTACT:** Please provide the name of an individual, other than those named above; to be contacted in the event of an emergency, should the unit owner(s)/resident(s) be unavailable.

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

Home #: \_\_\_\_\_

Work #: \_\_\_\_\_

Mobile #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail: \_\_\_\_\_

The Windsor at Forest Hills Condominium  
c/o RY Management Co., Inc.  
50 Battery Place  
New York, NY 10280  
212-786-2803

**NOTICE OF INTENTION TO SELL OR LEASE CONDOMINIUM UNIT**

The undersigned, being the owner of 107-24 71<sup>st</sup> Road, Apt. \_\_\_\_\_, Forest Hills, New York 11375 hereby notifies the Board of Managers in care of RY MANAGEMENT CO., INC., Managing Agent, that the undersigned has received a bona fide offer to SELL ( ) LEASE ( ) said apartment unit from the below name prospective purchaser or lessee on the terms stated below, and that the undersigned intends to accept such offer.

NAME AND CURRENT ADDRESS OF PROSPECTIVE PURCHASER OR LESSEE; (If a prospective purchaser or lessee is a corporation, name the designated officer, director, stockholder or employee of the corporation who will occupy the apartment unit and for how long a term. When and if designated occupant vacates the unit, another application must be filed, and references submitted before occupancy can be allowed to successor designated occupant.)

\_\_\_\_\_

\_\_\_\_\_

**TERMS OF PROPOSED SALE OR LEASE:**

Attached is a true copy of the contract of sale or lease setting for all of the terms of the agreement between the parties:

PURCHASE PRICE: \$ \_\_\_\_\_ PROPOSED CLOSING DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(if sale)

DOWN PAYMENT AMOUNT: \_\_\_\_\_

NAME AND ADDRESS OF MORTGAGE:

\_\_\_\_\_

\_\_\_\_\_

MONTHLY RENTAL: \$ \_\_\_\_\_ LEASE TERM: \_\_\_\_\_  
(if lease) (Minimum Term= 12 months)

ANTICIPATED LEASE COMMENCEMENT DATE: \_\_\_\_\_

**ATTACHMENTS:**

1. Copy of contract of sale or lease setting forth all of the terms of the agreement between the parties.
2. Standard application form for purchase or lease must be completely filled in and signed by the prospective purchaser or lessee.
3. Originally signed references for the prospective occupant of the apartment unit must accompany the application form.

The undersigned represents that the sale or lease described above shall be made strictly in accordance with the provisions of the By-Laws of the Condominium and agrees to promptly deliver to the Board of Managers all such further information with respect to the offer as the Board may reasonably request.

The undersigned acknowledges that the Board has a 30-day period (Sale) 15-day period (lease), commencing with the date of receipt of this notice as well as the delivery of such additional information concerning the offer as the Board may reasonably request (the completed package), to exercise its right of first refusal to purchase or lease the apartment unit on the terms specified herein and in the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such right of first refusal, it delivers to the undersigned a certificate to that effect, pursuant to the provision of the By-Laws.

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Name of Individual Owner

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Signature of Individual Owner

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



NOTIFICATION OF  
LEGAL MAILING ADDRESS FOR UNIT OWNER

All communications and invoices concerning the ownership of 107-24 71<sup>st</sup> Road, Unit  
\_\_\_\_\_ Forest Hills, NY 11375:

Should be sent to the following address rather than the apartment:

Owner 's Name: \_\_\_\_\_

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

Business Telephone Number: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

The Windsor at Forest Hills Condominium, 107-24 71<sup>st</sup> Road,  
Forest Hills, NY 11375

The following is the information for the Certificate of Insurance which all movers, contractors, and anyone performing work in the building must provide.

In all cases the "Certificate Holder" is RY Management Co., Inc., 50 Battery Place, NY, NY 10280.

Additional Named Insured is as follows

1. The Windsor at Forest Hills Condominium
2. The Windsor at Forest Hills Board of Managers
3. Queens Windsor LLC
4. RY Management Co., Inc.

**Please make sure to include the Workman's Compensation Insurance, location of the job, and the date that the job will be performed.**

**Contractor / Vendor Services (Deliveries / Moves) –**

**Form:** Commercial CGL (00 01 Form), or its equivalent, including but not limited to the following coverage for which the limits should apply:

Premises and operations, and Products and Completed Operations.

**Minimum Limits:** \$1,000,000 per occurrence; \$2,000,000 aggregate

**Contractor / Vendor Services (Contractors Renovations)**

**Form:** Commercial General Liability (00 01 Form), or its equivalent, including but not limited to the following coverage for which the limits should apply:

Premises and operations, and Products and Completed Operations.

**Minimum Limits:** \$5,000,000 per occurrence; \$5,000,000 aggregate

**Note:** The limits of liability can be provided in a combination of a Commercial General Liability

an Umbrella Liability Policy. If both are to apply, the Umbrella Liability form should be written on a follow form basis. Additionally, it is required that the limit rendered by the General liability form be provided on a "per project" basis. Coverage for both policies must always include the following as additional insured: The entity, the property owners), and the Owner's real estate manager.

**Contractor / Vendor Services (Window washing / Scaffolding / Roofers - or any contractor working at a height beyond ladder)**

**Form:** Commercial CGL (00 01 Form), or its equivalent, including but not limited to the following coverage for which the limits should apply:

Premises and operations, and Products and Completed Operations.

**Minimum Limits:** \$10,000,000 per occurrence; \$10,000,000 aggregate

**Note:** The limits of liability can be provided in a combination of a Commercial General Liability and an Umbrella Liability Policy, if both are to apply, the Umbrella Liability form should be written on a follow form basis. Additionally, it is required that the limit rendered by the General Liability form be provided on a "per project" basis. Coverage for both policies must always include the following as additional insured: The entity, the property owners), and the Owner's real estate manager.

**In addition to the above ALL must present the following:**

**Automobile Liability:**

**Form:** Comprehensive Automobile Liability, including all owned non-owned and hired autos.

**Limits:** \$1,000,000 per occurrence; Bodily Injury & Property Damage combined single limit.

**Workers' Compensation:**

**Form:** Providing statutory benefits for all employees of the contractor, and any of the subcontractor's employees, where operations will be performed.

**Minimum Limits:** An amount that is no less than \$1,000,000 and satisfies all laws required by The Workers' Compensation Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed for that matter.

**Employers Liability:**

**Minimum Limits:** \$100,000 Each Accident;  
\$500,000 Disease policy limit;  
\$100,000 Disease each employee

**Disability:**

**Form:** Providing coverage for all employees of the contractor, and any of the subcontractor's employees, where operations will be performed.

**Minimum Limits:** Satisfies all laws required by the Disability Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed for that matter.