

Top of the Harbour

4 Anchorage Lane Owners, Inc.

Oyster Bay, New York 11771



C/O TOTAL COMMUNITY MANAGEMENT CORP.

2375 Bedford Avenue South

Bellmore, NY 11710

Phone: 516-826-9700

Fax: 516-826-3937

Dear Applicant(s),

Enclosed as requested is the purchase application form to be completed, signed by each applicant for the purchase or lease of the unit and submitted to. **TOTAL COMMUNITY MANAGEMENT CORP. (3 COPIES OF THE ENTIRE PACKAGE MUST BE SUBMITTED)**. Please complete the package by following the check list and provide the documents in the order listed below. Please note that the application will not be considered until all the following documentation has been completed and 3 copies submitted by the applicant and co-applicant and, if applicable, the guarantor:

1. Completed and signed application
2. Check for \$350 nonrefundable application fee payable to 4 Anchorage Lane Owners, Inc.
3. Signed copy of contract of sale
4. Copy of signed application for Cooperative Loan (Mortgage) submitted to lender together with any attachments (if applicable)
5. Copy of Mortgage commitment (if applicable)
6. Copy of the statement of the account(s) from which the down payment was taken
7. In the case of all cash transactions, copy of the statement of the account(s) from which the funds are being taken
8. If the funds for the down payment or the purchase price were a gift, proof that this was a true gift and not to be repaid. I.e. Notarized statement signed by all parties.
9. Copies of signed Federal Tax Returns complete with all pages and schedules for the past two (2) years
10. Copies of W-2s for the past two (2) years.
11. Copies of the most recent (past 3 months) pay stubs.
12. Proof of income from any other source such as Social Security or pensions.
13. Signed consent for credit reports
14. Signed key agreement
15. Signed occupancy agreement
16. Signed House Rules agreement
17. Acknowledgement of enhancements, modifications, etc.
18. Signed certification of completeness and accuracy of application
19. Proof that you have secured co-op insurance (i.e. a policy substantially similar to or better than a Homeowner's 9 Co-op Shareholders form with full replacement value) must be presented at the time of closing.

Please note that applications are prescreened before a meeting is scheduled for an in-person screening. Your application may be denied at that stage. If your application passes the pre-screening review, you will be notified of the date, time and place for a screening interview. These are generally held in the evening on Tuesday the day prior to the fourth Wednesday of the month. Appointments are scheduled starting at 7:00 p.m. for approximately ½ hour. If you have any questions about the application process please feel free to call us. The normal business hours are Monday-Friday, 9 a.m. to 5 p.m.

11/14/08

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APPLICATION FOR PURCHASE

DATE _____

Applicant: Name _____

Co-applicant: Name _____

(Name(s) must be entered in the manner that stock certificate and other legal documents are to be drawn)

Applicant(s) Attorney: _____ Phone # _____

Attorney's firm name and address: _____

Unit to be purchased: Building _____ Apartment _____

Purchase price: _____ Financing: Yes ___ No: ___

Amount to be financed: \$ _____ (may not exceed 80% of the purchase price)

Bank: _____

Type of loan (fixed, rate, variable etc) _____

Proposed closing date: _____

Seller(s) Name: _____

Sellers address: _____ Phone # _____

Seller(s) Attorney: _____ Phone # _____

Attorney's firm name and address: _____

Current address (applicant) _____

Length of occupancy (years/months) _____

Landlord's name, address, phone _____

Prior address _____

Length of occupancy (years/months) _____

Landlord's name, address, phone _____

Current address (co-applicant) _____

Length of occupancy (years/months) _____

Landlord's name, address, phone _____

Prior address _____

Length of occupancy (years/months) _____

Landlord's name, address, phone _____

TOP OF THE HARBOUR PURCHASE APPLICATION

Names and Relationship of all prospective occupants (including children):

NAME	RELATIONSHIP

FINANCIAL

PRIMARY APPLICANT: EMPLOYMENT OR BUSINESS (PAST 3 EMPLOYERS)

Dates of Employment (from/to)	Employer (name and address)	Gross annual earnings	Position/title	Phone& extension

CO- APPLICANT: EMPLOYMENT OR BUSINESS (PAST 3 EMPLOYERS)

Dates of Employment (from/to)	Employer (name and address)	Gross annual earnings	Position/title	Phone& extension

**OTHER INCOME (LIST SOURCE AND MONTHLY AMOUNTS AND ATTACH PROOF OF THIS INCOME)
(MAINTENANCE, ALIMONY TO BE LISTED ONLY IF TO BE RELIED UPON TO SUPPORT THIS APPLICATION)**

OTHER ASSETS: (USE ADDITIONAL SHEETS IF NEEDED & REFERENCE THIS QUESTION)

FINANCIAL INSTITUTION (1)

NAME AND ADDRESS:
ACCOUNT NUMBER:

FINANCIAL INSTITUTION (2)

NAME AND ADDRESS:
ACCOUNT NUMBER:

ATTACH COPIES OF THE MOST RECENT STATEMENTS OF THE ABOVE INSTITUTIONS

TOP OF THE HARBOUR PURCHASE APPLICATION

LIABILITIES:

SPECIFY CREDITOR & MONTHLY PAYMENTS (use separate sheet if needed, referencing this question.)

CREDIT CARDS _____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

MORTGAGES _____ \$ _____

OTHER LOANS _____
INCLUDING STUDENT LOANS _____ \$ _____

ALIMONY/MAINTENANCE/CHILD SUPPORT _____ \$ _____

CAR PAYMENTS (LEASE OR LOAN) _____ \$ _____

OTHER (SPECIFY TYPE & AMOUNT) _____ \$ _____

TOTAL FIXED MONTHLY OBLIGATIONS _____ \$ _____

DO YOU HAVE ANY JUDGMENTS OR LIENS OUTSTANDING AGAINST YOU? _____

If the answer to this question is Yes, please provide details on a separate page referencing this question. Please include amounts owed, creditor, and manner in which payment is scheduled to be made. Attach copies of all relevant documents.

ARE YOU A PARTY TO ANY PENDING LITIGATION? _____

If the answer to this question is Yes, please provide details on a separate page referencing this question. Include the nature of the litigation, this court in which it is pending, the caption of the action and its Index Number.

HAVE YOU FILED FOR BANKRUPTCY WITHIN THE PAST SEVEN (7) YEARS? _____

If the answer to this question is Yes, please provide details on a separate page referencing this question. Include the court in which the petition was filed, the court's index number, and the resolution of the proceeding.

HAVE YOU EVER BEEN CONVICTED OF A CRIME? _____ **If the answer to this question is yes, please provide details on a separate page referencing this question.**

REFERENCES

PLEASE LIST THREE (3) REFERENCES (DO NOT INCLUDE RELATIVES)

Name: _____ **Relationship:** _____

Phone # _____ **Number of years known:** _____

Name: _____ **Relationship:** _____

Phone # _____ **Number of years known:** _____

Name: _____ **Relationship:** _____

Phone #: _____ **Number of years known:** _____

All prospective residents agree to be interviewed by the Cooperative's Board.

APPLICANT _____ **SIGNATURE** _____ **DATE** _____
(Print your name)

Co-Applicant _____ **SIGNATURE** _____ **DATE** _____
(Print your name)

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The undersigned Applicant (s) understand that 4 Anchorage Lane Owners, Inc. may, in its sole discretion, request additional information for the Applicant(s) and may, in connection with this application, obtain credit reports and may contact employers, banks, financial institutions, landlords and agents and references.

The undersigned applicant(s) further understand that this application and therefore the sale is subject to the prior written approval of the Board of Directors and any contract of sale must include a clause to that effect. No closing will be permitted without the prior approval of the Board.

The undersigned has (have) received and examined a copy of the Proprietary Lease, By-laws, and House Rules of 4 Anchorage Lane Owners, Inc.

I (we) certify that the information set forth in this application is complete and correct.

Date: _____

Applicant

(Print your name)

Date: _____

Co-Applicant

(Print your name)

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KEY AGREEMENT

I (we) agree to provide the management of 4 Anchorage Lane Owners, Inc. with copies of all keys to my unit. The keys may be used by the Superintendent in order to enter the premises in the case of an emergency or for the regularly scheduled monthly exterminating maintenance visit.

I am aware that if I do not provide the Management with copies of the entry keys I will have breached the House Rules and may be fined on a monthly basis for the duration of the time that I withhold entry into my unit.

Applicant

(Print your name)

Date: _____

Co-Applicant

(Print your name)

Date: _____

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APPLICATION FOR CREDIT REPORT

Applicant Name _____

Social Security # _____ - _____ - _____

Date of Birth: _____

Co-applicant Name _____

Social Security # _____ - _____ - _____

Date of Birth: _____

I (we) _____ authorize 4 Anchorage Lane Owners, Inc. or its duly authorized agent to request a credit analysis on myself and/or co-applicant from a reputable resource data agency (ies). This information is to be used solely for the purpose of reviewing the purchase or sublease application and any information obtained will be kept in the strictest confidence.

Applicant **Date:** _____

(Print your name)

Co-Applicant **Date:** _____

(Print your name)

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TOP OF THE HARBOUR OCCUPANCY AGREEMENT

It is agreed by the purchaser/shareholder of Unit _____ at _____ that, if the purchaser/shareholder shall allow another individual or individuals to reside in the referenced unit with the purchaser/shareholder for a period in excess of one month, the purchaser/shareholder shall promptly notify the Cooperative Corporation of this additional resident(s) by notifying its managing agent Total Community Management in writing no later than 14 days before the additional occupant intends to move into the unit.

It is further agreed that any such additional resident(s) other than those within the definitions of paragraph 13 of the proprietary lease shall be screened by the screening committee as soon as reasonably possible prior to the date that individual intends to move in.

Failure to notify the Cooperative Corporation of any change in the occupancy of the referenced unit shall constitute a violation of the proprietary lease.

Applicant Date: _____

(Print your name)

Co-Applicant Date: _____

(Print your name)

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HOUSE RULES AGREEMENT AND ANNEXED AMENDMENT

I (we) have read the House Rules of Top of the Harbour/4 Anchorage Lane Owners Inc. Any questions we may have had about these rules have been answered.

I (we) understand that we are required to abide by the provisions of the House Rules and that any breach of a rule will be dealt with by the Board of Directors as provided for in those rules.

I (we) have read the annexed amendment to the proprietary lease of 4 Anchorage Lane Owners, Inc. and agree to obtain and to keep in full force and effect the insurance described in that amendment. I (we) further agree to install and maintain the smoke alarms in the unit as requires by the annexed amendment.

Applicant **Date:** _____

(Print your name)

Co-Applicant **Date:** _____

(Print your name)

4 Anchorage Lane Owners, Inc.

This is to acknowledge that it is understood by the applicant (s) that any enhancements or modifications done to the unit by the prior shareholder is now the responsibility of the new shareholder.

Agreed and Understood: _____
Signature (s)

Print Signature (s)

Date: _____

Address: _____

This is to acknowledge that any enhancements or modifications done by the prior shareholder are now the responsibility of the new shareholder. In addition the parking sticker (s) must be turned in at closing.

Agreed and Understood _____
Signatures

Date: _____

Address: _____

Sublet Fee

It is acknowledged that if this application is submitted for a lease. The sublet fee is 15% of the annual maintenance due at lease expiration each year.

Agreed & Understood _____.

Date: _____

2/88

APPLICATION FOR OCCUPANCY

OWNER/MANAGEMENT CO: **Total Community Management**

SUBSCRIBER # **89511**

For Occupancy At _____ APT _____ Rent/Maint \$ _____

Instructions For Applicant

Print All Information Clearly. Include All Account And Phone Numbers. Read, Sign, And Date Application

Personal Information

Name _____ Birthdate _____
FIRST MIDDLE LAST
Optional

Drivers License # _____ State _____ Social Security Number _____

Residence Information

Current _____ Address _____ City _____ State _____ ZIP _____ Apt. No. _____
Rent/Maint \$ _____ Move In Date _____ Expiration Date _____ Phone () _____
Home Phone

Landlord _____ Phone () _____
Company Name Address City State ZIP Landlord Phone

Employment Information

Current _____ Employer Name _____ Address _____ City _____ State _____ Zip _____
Position _____ Annual Income \$ _____ Phone () _____
Work

Supervisor's Name _____ Start Date _____ Phone () _____
Supervisor

Previous Employer _____ Annual Income \$ _____
Position _____ Start Date _____ End Date _____ Phone () _____

Bank Information

Bank _____ Name _____ City _____ State _____ ZIP _____ Average Balance \$ _____
Account Number _____ Checking Bank Phone () _____
 Saving

Bank Name _____ Average Balance \$ _____
Account Number _____ Checking Bank Phone () _____
 Saving

Other Residents To Occupy Apt.	Social Security Number	Relationship (optional)	Sex (optional)	Age (optional)

DO YOU HAVE ANY PETS? YES NO DOG CAT OTHER _____ CAR _____ YEAR _____ STATE _____ PLATE _____

IN CASE OF AN EMERGENCY, CONTACT: _____ Name _____ Phone Number _____ City _____ State _____ Zip _____

This application is subject to approval by the owners or agents and may be without cause disapproved by them. This application may be made a part of your lease. I hereby authorize General Data Real Estate Services to use any consumer reporting agency, credit bureau or investigative agency to confirm the information contained herein, pertaining to my employment, credit history, prior tenancies, character and to obtain a credit report and verify bank references, and to disclose such information to the owner/agent or representative in support of this application. I have completed this application and recognize that the truth of the information contained herein is essential.

APPLICANT'S SIGNATURE _____ DATE _____

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House Rules

Top of the Harbour

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House Rules

1. The common walkways and outside steps and stoops of the buildings shall not be obstructed or used for any purpose other than for entry to and exit from the apartments in the buildings.
2. Children shall not play on the driveways.
3. No walkway, stoop, or exterior wall shall be decorated or furnished by any Lessee in any manner without the prior written consent of all the Lessees to whose apartments such shall serve as means of entry and exit. In the event of disagreement among such Lessees, the Board of Directors shall decide.
4. No mopeds, motorcycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to obstruct common passageways and driveways.
5. No auction, garage or tag sales will be allowed on Cooperative property at any time.
6. No Lessee shall make or permit any disturbing noises in the buildings or do or permit anything to be done, which will interfere with the rights, comfort or convenience of other residents.
 - a. No owner or occupant shall operate or use any musical instrument or permit to be operated an electronic device including but not limited to phonographs, radios, televisions, CD players, or loudspeakers, in a manner disturbing to other residents of the buildings.
 - b. No construction, repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:00 a.m. and 5:00 p.m.

7. No exercise machines that cause noise or vibration to adjoining units are permitted.
8. No article of clothing, linen or rugs shall be hung from the doors, windows or railings or placed upon the windowsills or ledges of the buildings. No clotheslines are permitted.
9. Nothing shall be permitted to project out of any window of any building including but not limited to window air-conditioning units or ventilators. Awnings are not permitted.
10. No sign, notice or advertisement shall be displayed on or affixed to any exterior part of any building including but not limited to the windows.
11. No radio or television aerial or satellite dish shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor. Satellite dishes may be installed after submission of an executed and approved Hold Harmless Agreement along with any necessary permits required by the Town of Oyster Bay.
12. All water apparatus in the buildings shall be used only for any purposes for which they were constructed; nor shall any sweepings, rubbish, rags or other article be thrown into the toilets. If damage occurs, the Lessee in whose apartment the damage originates shall pay for needed repairs in the unit of origin and all other units affected.
13. No vehicle belonging to a Lessee or to a member of the family or guest, subtenant, licensee or employee of a Lessee shall be parked in such a manner as to impede or prevent access to any entrance of the building by other vehicles.
14. Shareholders who apply for handicapped parking must submit to Managing Agent proof of status and must display an un-expired handicap plate/sticker/hang tag while parked in a handicapped space. There are no assigned handicapped spaces. The designated space is subject to Board approval.

15. One car per licensed driver per cooperative apartment is allowed with a maximum of two per cooperative apartment. The vehicle or vehicles must be registered in the name or names of the approved shareholders or approved tenants of such apartment at an Anchorage Lane or Harbour Lane address.
 - a. All shareholders and tenants must supply to the Managing Agent a current copy of car registration for each vehicle. Upon receipt of parking sticker from Managing Agent, shareholder or tenant must affix parking sticker to vehicle.
 - i. Motorcycles may not be substituted for a car. Shareholders and/or tenants may not park an oversized vehicle on the cooperative property. No commercial vehicles may be parked on cooperative property.
 - ii. If a shareholder or tenant needs an additional or temporary sticker, not provided for in this rule, shareholder/tenant must write a letter to the Board of Directors describing the reasons for the additional sticker. Incorporated into this letter must be a copy of the current registration, the time during which this additional or temporary sticker is needed, and the name and relationship of the registrant to the shareholder or tenant.
 - b. If a shareholder or tenant has extenuating circumstances requiring an exemption to this rule, that person must write a letter to the Board of Directors describing the extenuating circumstances and explaining what relief is requested.
 - c. The maintenance superintendent will place warning stickers on any vehicle that has been in violation of this policy for three (3) consecutive days. The maintenance superintendent will notify the Managing Agent in writing of all vehicles that have been in violation for seven (7) consecutive days. The Managing Agent will then notify the shareholder or tenant in writing that he or she is being fined at a rate of \$50 per day. If the violation exists for fifteen (15) consecutive days, the vehicle will be subject to removal (towing and storage) at the owner's expense. The Managing Agent must receive any appeal in writing within thirty (30) days from the first day of violation.
 - d. Each shareholder shall be issued two laminated visitor parking passes, to be used when guests will be parking overnight on the premises. Visitor parking passes must be displayed from the rear view mirror of a guest's vehicle with the permit number facing front toward the windshield. Visitor parking rules apply as follows:
 - i. When a shareholder will have a guest parking on the premises overnight for up to three consecutive nights within a one week

period, the only action required is to display the visitor parking pass in the guest's vehicle.

- ii. When a shareholder will have a guest parking on the premises for more than three consecutive nights within a one week period, then in addition to displaying the visitor parking pass in the guest's vehicle, the shareholder must also notify the Management company (TCM - 516-826-9700, extension 232) to register the guest for an extended stay, providing the Management company with the guest's name, vehicle make, model, license plate number, and length of stay.
- iii. Shareholders may not utilize visitor passes in lieu of parking stickers for those vehicles required to be registered for parking stickers under House Rule #15; to prevent such abuse of visitor passes, extended stay registration is subject to refusal by the Board.

Guest vehicles parked in violation of these rules are subject to towing at the expense of the shareholder hosting the guest. The shareholder is further subject to fines according to the following schedule: first offense - warning, second offense - \$25, third offense and each offense thereafter - \$100. Fee to replace a lost pass: \$5.

16. Shareholders who plan to stain and/or seal [polish] hardwood floors or who are painting interior walls must select the least noxious agent(s) available.
 - a. The shareholder must determine from a licensed and insured contractor, the optimal weather and ventilation conditions for the type of work being done, relative to health factors, and schedule the work accordingly
 - b. All neighbors must be contacted in writing and informed of the date and time of the scheduled work.
 - c. The shareholder must notify Managing Agent of the type of work being performed, the date, the time and provide written confirmation of compliance with items A and B.
17. The floors of each apartment must be covered with rugs or carpeting to a minimum of 80% of the floor of each room, with the exception of kitchens, pantries, bathrooms and closets. Stairways and hallways are not exempt. All rugs and carpeting must have padding that:
 - a. Meets or exceeds the standard of 40oz synthetic fiber cushion.
 - b. Meets minimal thickness of 3/8"
 - c. Meets or exceeds FHA-HUD flammability requirements.

18. Exterior and interior improvements are subject to Board approval. Shareholders seeking approval must:
 - a. Submit to the Managing Agent:
 - i. Sketches, blueprints, all materials to be used
 - ii. Contractor's name, license and certificates of insurance
 - b. Receive conditional approval from Board.
 - i. Submit to Managing Agent all necessary and required government permits.
 - ii. Submit proof that any condition imposed by the Board has been fulfilled.
 - c. In addition to the above, if requested by the Board, the shareholder must submit a fully executed indemnification/hold harmless agreement prior to receiving final Board approval.
 - d. Receive final Board approval prior to commencement of work.

19. Shareholders must have owned a unit for a period of no less than twelve (12) months and cannot have been in arrears for at least the prior twelve (12) months before the Board will grant approval for a sublease.
 - a. Shareholders who sublet a unit will be assessed a yearly sublease fee of fifteen percent (15%) of the annual maintenance charge of that unit, payable on the first day of the sublet lease.
 - b. Shareholders must reapply annually to renew a sublease.
 - c. Shareholders who sublease a unit or who renew a sublet lease, without first obtaining approval of the Board of Directors, shall incur a penalty as additional rent of fifteen percent (15%) of the annual maintenance charge of that unit. This penalty shall be in addition to the sublease fee of fifteen percent (15%) of the annual maintenance charge for that unit. Both the 15% penalty and the 15% fee shall be retroactive to the first day of residence by a tenant in the unit.

20. All garbage and trash must be placed into dumpsters. No garbage or trash may be left overnight on stoops, steps, sidewalks or grass. It is the responsibility of the shareholder to dispose of large items, such as carpet rolls, furniture or appliances at the Town Dump. All newspapers, cans, plastics and glass must be disposed in the recycling receptacle. Contractors are not permitted to use the dumpsters and are required to remove construction debris from the grounds of Top of the Harbour.

21. No plant material may be removed from any natural area. There shall be no permanent or temporary obstructions to walkways in front and in back of any unit, as there must be clear access for emergencies, maintenance and landscaping. No permanent or temporary structure or furniture, with the exception of plant holders may be placed beyond the perimeters of patios and balconies without permission from the Board of Directors.
22. No shareholder or resident may own more than two pets. Pets are not permitted on any common area property. No owners or occupants shall be permitted to have dogs on the Cooperative premises. If an owner or occupant presently has a dog, the dog will be allowed to remain. If the dog dies or the owner or occupant gives up the animal, he or she will not be allowed to replace the animal.
23. No birds or animals shall be fed from or on the window, windowsills, balconies, patios or any common area property. Bird feeders may be placed in the natural areas of the property with the permission of the Board of Directors. Such permission shall be revocable by the Board of Directors. Natural areas are the wooded areas around the perimeter and between Harbour Lane and Anchorage Lane.
24. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day to correct or control an emergency situation(s).
25. The agents of the Lessor, or any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment or exterminating 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.
26. The Lessor shall have the right to curtail or relocate any space devoted to storage.
27. No owner or occupant shall be permitted to utilize any employee of the cooperative corporation without the approval of the Managing Agent or the Board of Directors.
28. Shareholder complaints regarding maintenance or service of the buildings shall be made in writing to the Managing Agent of the Lessor.

29. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Cooperative Corporation.
30. The Board of Directors is hereby authorized to impose monetary penalties for violation of these House Rules, the amount of which shall first be approved by said Board of Directors.
31. Any consent or approval given under these house rules by the Lessor may be revoked by Lessor at will and without prior notice to shareholder(s).
32. Shareholders who fail to comply with these rules shall be considered in violation of and subject to cancellation of their Proprietary Lease.