

**THE VILLA AT THE WOODS CONDOMINIUM**  
**Required Lease Agreement Rider**

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The undersigned Unit Owner(s) of the referenced unit do hereby acknowledge and confirm to the Board of Managers of The Villa at the Woods Condominium that undersigned non-owner occupant(s) have received the following:

1. Completion and Submission of the Condominium Unit Checklist and Occupant Datasheet
2. Condominium Rules and Regulations (copy provided by the Unit Owner)
3. Condominium Move-In/Out Policy (policy attached below)
4. New York Real Property Law 339-z, Lien for Common Charges (summarized as follows, law attached below)
  - a. The Board shall have a lien on each unit for unpaid common element, assessments, expenses, fees, fines, and legal costs together with interest
  - b. The lien shall be prior to all other liens except those for tax assessments, first mortgage of record, or those held by other New York State entities.
  - c. The lien shall be paid by the Owner, out of sale proceeds, or the unit Purchaser, at the time of the sale.
5. New York Real Property Law 339-kk, Rents (summarized as follows, law attached below)
  - a. If the Owner fails to make any association payments within sixty (60) days of the grace period expiration, then all rental payments from the non-owner occupant(s) shall be directly payable to the Villa at the Woods Condominium until all association charges are made current.
  - b. The Board shall provide written notice to the Owner and the non-owner occupant(s) that commencing immediately, until all common charges are made current, all rental payments are to be made to the Condo.
  - c. Payment by a resident(s) to the Condo made in connection with this law shall relieve that non-owner occupant(s) from the obligation to pay rent to the Residential Unit Owner and shall be an absolute defense.

And that all the undersigned **have read, understood, and accurately filled out** these documents and agree to be bound by them for the duration of the non-owner occupied residency of the subject unit.

**FAILURE TO ADHERE TO THESE PROCEDURES WILL RESULT IN THE OWNER INCURRING APPLICABLE FINES.**

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Owner 1 – Print / Sign / Date

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Owner 2 – Print / Sign / Date

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Non-Owner Occupant 1 – Print / Sign / Date

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Non-Owner Occupant 2 – Print / Sign / Date

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**Condominium Unit Checklist and Occupant Datasheet**

Condominium Checklist (Completed by Unit Owner)

Unit Number or Designation: \_\_\_\_\_

Number of Bedrooms and Bathrooms: \_\_\_\_\_

Assigned Parking Space Number(s): \_\_\_\_\_

Entrance Door Locks Keyed to Master: Yes No (Circle One)

Laundry Equipment Installed: Yes No (Circle One)

Laundry Equipment Hookups Installed: Yes No (Circle One)

Functional Water Heater Leak Detector Installed: Yes No (Circle One)

Drain Protection Installed for all Tubs and Showers: Yes No (Circle One)

Drain Protection Installed for Kitchen Sink: Yes No (Circle One)

Drain Protection Installed for all Bathroom Sinks: Yes No (Circle One)

Faucets or Water Fixtures Actively Dripping/Leaking: Yes No (Circle One)

Toilets Running Periodically/Unexpectedly: Yes No (Circle One)

Occupant Datasheet (Completed by Non-Owner Occupants)

Number of persons residing in unit: Twelve Years and Older \_\_\_\_\_ Under Twelve Years \_\_\_\_\_

Home Telephone (if available or will be transferred): \_\_\_\_\_

Non-Owner Occupant 1 Contact Information (Print Clearly)

Name: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

eMail Address(es): \_\_\_\_\_

Non-Owner Occupant 2 Contact Information (Print Clearly)

Name: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

eMail Address(es): \_\_\_\_\_

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**Condominium Move-In/Out Policy Procedure**

Listed below are the requirements of The Villa at the Woods Condominium regarding the Move-In and Move-Out from the unit.

1. Moving into and out of the unit must ONLY be done during the hours of 8:00 am to 6:00 pm Monday thru Saturday, excluding Holidays, unless written permission is obtained.
2. Building Security and Fire Doors are **NOT** allowed to be propped open and left unattended for greater than fifteen (15) minutes. If moving is delayed more than fifteen (15) minutes, Then all unattended security and fire doors must be closed and latched.
  - a. Propping open doors is ONLY allowed by using proper door chocks constructed for this type of service, **NOT** items left in the door jamb, hinge, closer, striker, its frame, or by leaning something up against the door itself (e.g. screwdrivers, tape, rocks, sticks, or building carpets) as these may damage the door and/or render it not capable of closing and latching.
3. **PRIOR TO MOVING IN or MOVING OUT**, the Condominium Services Company must be advised at least **TWO (2)** days in advance by the party moving.
  - a. The Condominium Services Company or Property Superintendent will inspect the building, its hallways, doors, walls, stairs, and other items to ensure they are not damaged and no rules violations have occurred during the Move.
  - b. Permission to move has **NOT** been given until your request has been acknowledged via phone call or eMail.
  - c. The Condominium Services Company can be contacted by:
    - i. Phone: (516) 887-3640 or (833) 845-5293
    - ii. eMail: VillaAtTheWoods@gmail.com
4. **PRIOR TO CONTACTING TV, PHONE, OR INTERNET SERVICES**, the Condominium Services Company must be contacted at least **TWO (2)** days in advance to coordinate access to the locked locations necessary to hook up or disconnect said services.
5. **PRIOR TO MOVING IN or MOVING OUT**, a moving damage deposit of Five Hundred dollars (\$500.00) must be left with the Condominium Services Company or Property Superintendent (or other designated Board Agent) by the party moving. This is not a limit on your liability.
  - a. The deposit is refundable provided the building, its hallways, doors, walls, stairs, elevator, and other items are not damaged and no rules violations have occurred during the move. The deposit may be a certified check, money order, or personal check.
  - b. The deposit will be utilized to pay for any damage or rules violations, should they occur. Should damages or rules violations occur in excess of the deposit, the remaining payment will be collected via an additional money order, certified check, or personal check or by a charge on the monthly common charge statement.

**FAILURE TO ADHERE TO THESE PROCEDURES WILL RESULT IN THE OWNER  
INCURRING A FINE PLUS ANY DAMAGES CAUSED WITHOUT NOTICE.**

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**New York Real Property - Article 9-B - § 339-Z Lien for Common Charges; Priority; Exoneration of Grantor and Grantee**

The board of managers, on behalf of the unit owners, shall have a lien on each unit for the unpaid common charges thereof, together with interest thereon, prior to all other liens except only

- (i) liens for taxes on the unit in favor of any assessing unit, school district, special district, county or other taxing unit,
- (ii) all sums unpaid on a first mortgage of record, and
- (iii) all sums unpaid on a subordinate mortgage of record held by the New York job development authority, the New York state urban development corporation, the division of housing and community renewal, the housing trust fund corporation, the New York city housing development corporation, or in a city having a population of one million or more, the department of housing, preservation and development.

Upon the sale or conveyance of a unit, such unpaid common charges shall be paid out of the sale proceeds or by the grantee. Any grantor or grantee of a unit shall be entitled to a statement from the manager or board of managers, setting forth the amount of the unpaid common charges accrued against the unit, and neither such grantor nor grantee shall be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid common charges against such unit accrued prior to such conveyance in excess of the amount therein set forth. Notwithstanding the above, the declaration of an exclusive non-residential condominium may provide that the lien for common charges will be superior to any mortgage liens of record.

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**New York Real Property - Article 9-B - § 339-KK Rents**

- (a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.
- (b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.
- (c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.
- (d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.
- (e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.