

# Cooperators'

# Guide To

# Mogul Park, Inc.

Updated: August 24, 2010  
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***Notice:*** This guide contains summaries of key provisions of the Proprietary Lease, By-Laws and House Rules of Mogul Park, Inc., but is not a substitute for the full text of these governing documents.

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## **1. Purpose of This Guide**

This is your guide to living in Mogul Park cooperative. Inside are summaries of most of the rules, requirements, and features of our co-op. People interested in purchasing a unit should review these pages to learn more about how we function as a community. Those who already own units in Mogul Park will find this to be a handy reference manual. It contains forms you will need if you need to seek Board approval of various items. We also have a website which contains such information as minutes of Board and shareholder meetings, annual financial statements, and important documents for buyers and their lenders. Go to *www.MogulPark.net*.

## **2. Description of Cooperative**

Mogul Park is conveniently located just 4 miles from both the Taconic Parkway and the Metro North Railroad station in Peekskill, making commuting to work or school convenient (35 minutes by car to White Plains and 1 hour by train to Grand Central). Nearby are four shopping centers (including Jefferson Valley Mall and Cortlandt Town Center Mall) offering a wide variety of stores and services. Students attend Lincoln-Titus Elementary, Lakeland-Copper Beech

Middle and Lakeland Sr. High in the Lakeland School District (except for 3 units on Grant Ave. which are in the Yorktown School District).

Covering 16+ acres of tree-shaded land near Mohegan Lake, our homes vary from one-bedroom summer bungalows, to duplex units, to modern three-bedroom full-season residences. We offer such amenities as a swimming pool, tennis/basketball court and individual yards for play and gardening in a semi-rural setting. Mogul Park is adjacent to Sylvan Glen Park, a 180-acre tract of public land with hiking trails, ponds, former granite quarries that is home to deer, wild turkey, and other wildlife.

Our residents also vary greatly, with a mix of families with young children as well as retirees. Most owners live here full-time, while a few live part of each year in Florida or Arizona.

We strive to maintain a non-exclusive atmosphere, with a rural flavor. People of all races, nationalities, religions and occupations are welcome. All residents are encouraged to take part in the operation of the co-op, through our democratic shareholder meetings as well as volunteering for specific projects when needed. We have been a cooperative since 1968, and are entirely managed by an all-

volunteer Board of Directors elected from the Shareholders.

### **3. History of Mogul Park**

Originally built in the 1940's as a summer camp for boys by Harold Mogul, Mogul Park's buildings were later rented out as summer bungalows during the 1950's and 1960's to New York City residents seeking to enjoy the Summer season in the country. The Mogul family then converted the property to a residential cooperative in 1968.

Since 1968, families have owned and managed Mogul Park cooperatively. Over time, most of the 35 units were converted from summer bungalows to winterized primary homes, some with two stories.

Over the last three decades, a whole generation has grown up at Mogul Park, to be replaced by a new crop of children. Some of the original owners remain, making Mogul Park their retirement homes.

### **4. Governance & Management of Co-op**

Co-op ownership is not the same as owning a house outright, as under the law, all of the land and buildings in Mogul Park are owned by the co-op corporation. Co-op members each purchase

shares in this corporation, and receive a long-term lease permitting them exclusive use of one of the houses. Certain rules (described later in this guide) apply to the uses cooperators may make of their homes, and structural changes they may make, such as adding more living space or outbuildings.

Since our buildings are all either single-family or duplex units, living in Mogul Park resembles home ownership more than residents of apartment-style cooperatives. We also benefit from the lower property taxes, pooled fire insurance, and shared recreational costs of co-ops in general. Another bonus is that we paid off our underlying mortgage, so co-op expenses are kept to a low level (primarily to pay property taxes, master insurance premiums, and maintenance and operation of the pool and other common areas).

#### **A. Proprietary Lease & By-Laws**

\_\_\_\_\_The Proprietary Lease issued to each shareholder governs the rights and responsibilities of the residents and the co-op. Although many of the provisions are summarized in this guide, all prospective purchasers are urged to obtain a copy of the full lease document (24 legal-sized pages) and read it carefully so you will know what to

expect (available at [www.MogulPark.net](http://www.MogulPark.net)).

In addition, the corporate By-Laws establish procedures for the operation of the co-op, such as election of Directors, resale of units, etc. (also available on our website). From time to time, the Directors adopt House Rules which are designed to prevent difficulties between neighbors, and ease the day-to-day running of such functions as the pool. All residents should be familiar with the terms of the Proprietary Lease, By-Laws and House Rules (which are contained in this Guide), so that established procedures can operate smoothly for all.

## **B. Board of Directors**

Unlike newer co-ops, Mogul Park has no unsold shares and no sponsor ownership of units. Mogul Park is managed by a seven-member volunteer Board of Directors elected by the residents at the Fall annual meeting. Board members are each elected for a 3 year term. By not hiring a management company, Mogul Park costs are kept to a minimum.

As officers of the corporation, the Board members are legally bound to make the policy and business decisions needed to run the



co-op. Examples of Board duties include setting the budget, determining how much maintenance is to be charged for each share of stock held by the residents, hiring lifeguards, purchasing insurance, interviewing prospective purchasers and subtenants, etc.

Board policies are normally set after consultation with the shareholders, either informally or at shareholder meetings. The Board also interviews applicants seeking to buy a unit, and must approve requests for resale. Many of the owner actions requiring Board permission are described in this guide. As circumstances change over time, it is the Board that is authorized to adopt amendments to the Proprietary Lease.

Service on the Board is a substantial responsibility, as well as recognition by other residents of one's reliability, leadership, and commitment to maintaining a viable community at Mogul Park. Because Board members sometimes have to make decisions that may not please all residents, and Directors each have job, family and other responsibilities in addition to their unpaid service to Mogul Park, it is important that all residents exercise courtesy when requesting action from a Director. To keep costs down, most Board

communications with shareholders are distributed electronically or posted on the co-op's website (e.g., monthly invoices, meeting minutes, announcements, etc.)

### **C. Shareholder Meetings**

The cooperators gather a few times each year to hear reports from the Board on the status of the co-op, and can propose resolutions that are voted upon according to the number of shares held by each resident. Often the Board refers policy issues that are either controversial or a major departure from past practice to a Shareholder meeting to obtain the views of all concerned. Operated like a New England town meeting, the shareholders get to speak to all issues that arise.

There are two important formalities that apply to these shareholder meetings. First, it is required that any proposal to be voted upon at a meeting must be submitted in writing to the Secretary at least 3 weeks before the shareholders meet. This is to allow for distribution of the resolution to all residents in advance of the meeting. This rule enables any shareholder who cannot attend the meeting to give a proxy to the Board or a neighbor so the absent

member can vote his/her shares on the question(s) decided at the meeting. It also enables everyone to have fair notice of what issues will be decided, so more reasoned discussion can be held.

The second important action by shareholders is the election of three Directors for 3-year terms at the Fall annual meeting. Any shareholder or spouse of a shareholder is eligible to run. Each shareholder votes (in person or by proxy) their shares for each seat up for election. You cannot vote more or less than your number of shares for any candidate.

The By-Laws also provide that the Shareholders may, without a formal meeting, adopt resolutions by obtaining the signatures of the holders of a majority of the outstanding shares of the corporation (3,150 shares are issued).

## **5. Recreation Amenities**

The Mogul Park recreational amenities are for use by shareholders, their families, subtenants and accompanied guests.

### **A. Pool**

The central focus for most residents of Mogul Park is the 30' x 50' in-ground swimming pool that is operated during the summer.

This is the place where residents most often gather to relax, have fun, and catch up on what is on each others' minds. A lifeguard is provided for the safety of all, and swimming is permitted only when the lifeguard is on duty. Normal safety rules apply, such as keeping all glass containers out of the pool area, and requiring parents to supervise young children.

### **B. Tennis/ Basketball Court**

An asphalt tennis/basketball court is available to residents and their guests. As this area is fenced, it is ideal for children to play, and is used for skateboards, bikes, etc. The court is not available for use as a dog run.

## **6. Process for Purchasing A Unit**

The steps for buying a home in Mogul Park are quite simple. Purchasers should receive from the seller or broker an application form and summary of major co-op rules (also available at *www.MogulPark.net*). Once the buyer and seller have signed their sales contract, the application form and credit review authorization can be sent to the Board with a \$200 application fee. The Board then checks the applicant's references and credit, and schedules an

interview of the prospective residents who seek to buy the unit. All applicants are expected to review the Proprietary Lease, By-Laws and this Guide **before** their interview.

Board decisions to approve the sale are promptly made, and the sale can be concluded as soon as all remaining matters, such as financing, are resolved.

### **7. Process for Selling A Unit**

The By-Laws and Proprietary Lease set forth the detailed resale terms for the co-op. Before any sale can take place, sellers must advise the Board in writing of their intent to sell a unit. A copy of the contract of sale, buyer's application and credit report authorization must be delivered to the Board before the buyer can be interviewed. The Board has up to 30 days in which to exercise its right of first refusal,<sup>1</sup> but may waive this provision sooner.

If a resale is approved, a fee of 2% of the sales price plus any unpaid charges that are owed must be paid to the co-op at the time of sale. This fee can be paid by the seller or the buyer, as decided in

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<sup>1</sup> This power allows the Board to repurchase the unit for a price determined by a process set forth in the Proprietary Lease, but is not normally exercised.

their contract. The previously paid \$200 application fee is deducted from the 2% closing fee.

## **8. Charges Collected by Co-op**

Each of the charges paid by cooperators is described below. In general, these fees are billed monthly on the first day of each month, and are due and payable 15 days later, unless stated otherwise. If a bill is not paid by its due date, the shareholder will incur a \$10 late fee plus 1% interest monthly until paid in full. Shareholders who are in arrears may be denied permission by the Board to take specific actions, such as sublet a unit, add living space, etc., until their arrears are paid up.

Serious delinquency in payment may result in notice to the shareholders and their lender of default, and forfeiture of the unit's lease and stock. If payment is not made, the unit occupants will then be evicted by the co-op. If this occurs, the co-op may sublet or resell the unit, and deduct all expenses, attorney fees, and arrears owed by the defaulting owner from funds received.

### **A. Monthly Maintenance**

This charge comprises the largest portion of Mogul Park's

income, and is used for payment of most of the property taxes, insurance premiums, pool operation and miscellaneous expenses. The amount of each family's maintenance is based on the number of shares held. The amount of maintenance is determined by the Board so as to meet anticipated expenses and maintain adequate reserves.

Mogul Park maintenance fees have been kept at a minimum through careful management. The Board, which does not employ a manager, closely reviews all expenses, and seeks competitive bids on major costs whenever suitable. We have held down property taxes by successfully filing formal assessment protests, and since we are now assessed on the same basis as apartment projects, our tax bill is a fraction of what homes in the surrounding area are charged.

#### **B. Capital Reserve Assessments**

\_\_\_\_\_Mogul Park maintains a special reserve fund to pay for major capital improvements when they are needed (such as rebuilding the pool, paving our private roads, etc.). Normally, this is collected as part of the monthly bills. Often these assessments are offset by an equal reduction in maintenance when the budget allows, so that the

cost to shareholders is held constant.<sup>2</sup>

### **C. Property & School Tax Pass-Through**

Some alterations to units result in an increase in the assessed value of the property, as set by the Yorktown Assessor. When this happens, the owners of these units must pay all added property and school taxes that result from the increased assessed value. As the property tax bill is issued in April, this portion of the pass-through is billed to residents of expanded units in May. Since the School tax is not known until September 1, the affected residents are billed for their added School tax amounts that same month.

### **D. STAR & Veterans/Senior Citizen Credits**

The New York State STAR program reduces School Taxes collected from all primary homeowners' residences, including co-ops. Every Mogul Park shareholder using their unit as their primary residence is eligible for the standard STAR credit, but you must file an application with the Yorktown Assessor upon becoming an owner (this one-time form is available from the Yorktown Assessor or online

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<sup>2</sup> These assessments also can lower unit owners' capital gains tax liability. Each shareholder's contribution to capital reserve is applied to increase their tax basis (the amount invested in the unit) which is then subtracted from the net sale price to determine the gain (or loss) for tax purposes.



at <http://www.yorktownny.org/>). Those who apply after June 1 will have to wait an extra year to begin receiving their STAR credits, so don't delay filing this valuable form.

Senior citizens with incomes below a certain amount are entitled to an enhanced credit, and to get this they must file annual applications with proof of their income.

Because of the low assessment secured for Mogul Park units, most full-time residents' STAR credit eliminates their School Tax liability completely (only a few units pay any remaining school taxes after their STAR credits are applied). The dollar amount of the STAR credit is not known until September when the School Tax bills are issued. Therefore, all Mogul Park residents eligible for a STAR credit will see the amount as a deduction from their Fall monthly maintenance bills.

U.S. armed forces veterans or their widows/ers are eligible for a modest reduction in their Yorktown and Westchester County property taxes. Similarly, seniors with incomes below a set amount may be eligible for a property tax credit. To qualify for either of these credits, the shareholder should contact the Yorktown Assessor's office to

inquire about eligibility and obtain application forms.

The Assessor notifies the Board each year which shareholders are to receive a Veteran's and/or Senior Citizen's credit, and in what amount. These credit amounts appear on the May monthly bill to reduce the amount paid by the eligible shareholders.

The individual amount of STAR, Veteran's and Senior's credit is determined by the Assessor and not Mogul Park.

#### **E. Miscellaneous Charges**

There may be other minor charges collected for specific reasons. For example, if the Board has provided shareholders with a document, such as the annual property tax deduction statement, which the shareholder loses and asks to be replaced, there is a \$10.00 replacement fee. Replacement of this Guide costs \$50.00. Shareholders are responsible to keep their Guide and pass it on to successive owners of the unit. Also, if an owner chooses to refinance, there is a \$250 fee to process the bank paperwork. If the original proprietary lease and/or stock certificate are lost and can't be delivered at time a unit is resold, there is a \$100 replacement fee for each.

## **9. Use, Occupancy & Sublet Rules**

As Mogul Park is a residential cooperative, its units may only be used for residential purposes. Neither business nor illegal activities may be conducted in Mogul Park. Unauthorized use may result in termination of the Proprietary Lease.

Our units are primarily intended for occupancy by shareholders, their spouses and dependents. However, specified relatives (parent, sibling, child, or grandchild of a shareholder) may reside in a unit without the shareholder, subject to the sublet fee described below. No one other than the categories of relatives listed above will qualify under this provision. Verification of family relationship as a qualified relative to the shareholder is required.

If non-relatives are to live in a unit without the shareholder, the subtenants must be approved by the Board, which will interview them before any sub-lease can become effective and the non-relatives may move in. These sub-tenancies are limited to two summer periods (June 1 - August 30) during five consecutive years, but rentals during the off-season (September 1 - May 31) are not limited.

A \$70 monthly fee is charged to the shareholder owning any

unit for each month (of any season) that either relatives or subtenants are using a unit without the shareholder also living in the unit.

Unit owners are required to take appropriate measures to prevent subtenants/relatives from disturbing co-op neighbors, and if complaints to the Board are not resolved, the co-op's consent to permit the subtenancy will be terminated. The unit owner remains liable to the co-op for all charges due from the unit, including the monthly sublet fee, regardless of whether the subtenant has paid his/her rent to the unit owner.

## **10. Requests to Expand A Unit**

Over time, many Mogul Park units have been modified, expanded, modernized, or otherwise improved by their shareholders. The co-op encourages unit owners to make appropriate modifications to meet the needs of growing families, etc. and does not specify particular design or aesthetic requirements. However, there are specific steps that are required, which are outlined below.

### **A. Permission from Board**

First, before work is done to change the structure of any unit,

the shareholder must submit a written request to the Board. This includes any additional structure, such as a storage shed. This request should describe the nature, size, dimensions, and location of the modification. A drawing showing the existing unit, the requested modification, and the location of adjacent units or structures should be attached. Any impact on parking spaces, septic fields, surface water drainage, aerial or underground utilities, shade trees or visual conditions affecting the applicant or other shareholders must be spelled out. The Board then meets and determines if the request meets the requirements discussed below. If there is a potential adverse impact on other unit owners, the Board will inform those shareholders of the request and receive comments in favor or in opposition. The Board's decision to approve, approve with conditions or alterations, or deny the modification request will then be made.

### **B. Requirements and Limitations**

There are two general rules that control what kinds of changes may be made. First, no expansion to any unit may extend further than half-way between the original unit boundary and the nearest adjacent unit. Stated otherwise, the addition may not cross

an imaginary line located half-way between two adjacent units, as they existed when the co-op was formed.

Second, all modifications must conform to local and state building code requirements, and the shareholder must obtain and submit to the Secretary all government permits that may be applicable to the type of alteration.

### **C. Zoning Variance Application**

Because our co-op does not fit the single-family ½ acre-per-home standards of the Yorktown zoning ordinance, all expansions (other than adding a deck less than 100 square feet in area<sup>3</sup>) also require obtaining a variance from the Zoning Board. This application is made by the unit owner after obtaining approval from the Board, and must follow normal zoning procedures for notice to adjoining owners, and presentation at public hearings. A copy of the Zoning decision must be submitted to the co-op Secretary. To date, Yorktown's Zoning Board has approved all unit expansion requests presented by Mogul Park residents.

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<sup>3</sup> Building Permits are required for any sized deck or structural modification.

#### **D. Responsibility for Increase in Taxation**

When units are modified, the Yorktown Assessor may revalue Mogul Park's assessment. If this happens, then the additional property and school taxes that the co-op must pay because of such improvement is charged directly to that unit owner. Each year, as the new tax rates are set, the co-op will charge the property tax "pass-through" on the May monthly bill, and the extra school taxes in early September (see also discussion in section 8-C above).

#### **E. Construction Requirements**

Once Board approval and Yorktown Building Dep't permits are obtained and filed with the Secretary, the shareholder must provide the Secretary a copy of the contractor's Westchester County license, Workers' Compensation insurance, and liability insurance policy listing Mogul Park, Inc. as additional insured. This is necessary to protect the co-op (and all shareholders) from injury or damage claims resulting from the construction.

### **11. Repairs to Units**

The Proprietary Lease provides that shareholders have the responsibility to maintain and repair their own units. This includes all

plumbing, wiring, heating, interior and exterior walls, roofing, appliances, floors, exterior sidewalks and stairs, etc. For those duplex units that share septic, sidewalk and other structural items with a neighbor, it is the joint responsibility of the unit owners to maintain and repair such items. Unit owners are required to keep their unit in good repair, and if necessary, the Board will give the owner ten days written notice to effect necessary repairs. Failure to address such notice by the unit owner will result in the co-op's hiring a contractor to perform the work at the unit owner's expense.

The co-op is responsible to maintain the common buildings and grounds). See discussion below of seasonal unit plumbing.

### **12. Draining of Units During Winters**

Those units that are not occupied year-round have their water supply disconnected, pipes drained, fixtures protected with antifreeze in the Fall by the shareholder's plumber. In the Spring, the shareholder's plumber then re-supplies water to these units. The co-op will reimburse the shareholder \$50 per season for this expense upon submission of a copy of the plumber's bill (must be submitted by December for Fall shut-off and July for Spring hook-up). The unit



owner must arrange for the plumber visits. Also, the shareholder must acknowledge that they may not claim reimbursement from the co-op in the event that the plumber causes any damage, or a pipe that is not properly drained freezes, causing flooding or other damages. Shareholders are strongly encouraged to obtain insurance to cover such risks.

### **13. Installation of Winter Water**

Whenever units are converted to year-round use, it is the responsibility of the unit owner to install a new water supply line that is below the frost level, and insulate the plumbing beneath the house.

The unit owner must advise the Board in writing that this work is planned, and provide a sketch showing where the new supply line is to be placed underground (with the location of the unit, major trees, and property of neighbors that may be affected). Once the Board approves the request, the unit owner must hire a licensed plumber to perform the work, and obtain necessary permits from the Town. If a connection to the water main in the street is planned, a permit to open the road may be needed from the Highway Department also. As with all other government permits, a copy of the Water and

Highway Department permits must be provided to the Secretary.

Once the work is completed, the Yorktown Water Department should be advised that the meter is to be billed in the co-op's name and bills sent to the co-op's address.

#### **14. Water Usage Charges**

All units receive water from the Northern Westchester Consolidated Water District, which bills Mogul Park three times per year for the amounts used. As some units share a town meter, while other units' water consumption is measured by a town meter w/o any other family's use, Mogul Park has installed sub-meters on the units which share a town meter. The Board then reads the usage recorded by each sub-meter during the same months that the town meters are read.

When the town's bills are received, the Board computes the water bill for each shared meter unit based on the amount of gallons consumed by that unit's occupants as recorded by the co-op's sub-meters. In other words, the sub-meter readings are used to prorate the amount shown on the town's bill for the shared meter account. Those units with individual town water meters (not shared) are billed

the amount charged by the town.

Each shareholder is responsible for the cost of water used at his/her unit. To avoid unexpectedly high bills, each owner is responsible to check the unit for leaking pipes, running toilets, or dripping faucets & fixtures inside the home.

### **15. Insurance Coverage**

Mogul Park maintains blanket insurance for the entire property. This reduces the insurance needs of individual unit owners. After property taxes, insurance premiums are the largest expense item in the co-op budget. The co-op's policy covers property damage up to \$3.5 million (with a 4% inflation escalation provision) to repair or replace any unit or common structure that is damaged by fire, falling tree, etc. A copy of the coverage terms and limitations is available to each unit owner. In addition, the co-op has a liability policy for up to \$5 million in claims for personal injury due to negligence by the co-op, plus director and officer coverage, fidelity bond, workers compensation and unemployment policies.

The co-op's casualty policy has a \$1,000 deductible amount per loss claimed. This means that the insurance will only pay the amount

of damage that exceeds \$1,000. It is the responsibility of the unit owner to pay the deductible amount if there is a loss affecting that owner's unit. Thus, if a unit damaged by fire requires \$50,000 to be repaired, the insurance will pay \$49,000 and the unit owner is responsible for the \$1,000 balance. The casualty insurance covers only repair or replacement of the buildings, not the appliances or personal property contained in each unit.

Each unit owner should obtain individual insurance for personal liability, the contents of the unit, and all fixtures and appliances they have added to the unit. These co-op owner's policies are much less expensive than a normal homeowner's policy because they do not need to cover loss to the structure itself. Many insurance companies also offer optional coverage for the \$1,000 deductible amount not covered by the co-op's master policy.

Unit owners may not use their residences in any way that will pose a hazard to any co-op structure. If modification to a unit results in higher insurance premiums, that unit's owner is required to reimburse the co-op for this added expense.

## **16. Grounds Maintenance**

### **A. Lawn Mowing**

The co-op is responsible for mowing the grass in the open space above the pool and other common areas when deemed necessary by the Board. Each unit owner is responsible for mowing the grass around their own unit.

### **B. Tree Trimming**

The co-op hires a professional arborist to examine all of the trees on the property, and trim or remove those that are dead, or a threat to buildings. Shareholders who wish to have a tree trimmed or removed should notify the Board, which will determine if the arborist should perform the work. Unit owners may not cut down trees themselves without prior approval from the Board.

### **C. Shrubs, Walls, Landscaping and Gardens**

Shareholders may plant or remove shrubs, flowers, or perform other landscaping in the spaces surrounding their units so long as they are kept trimmed so as not to cause a hazard to road traffic. Any plantings must be inside the space limited by a line equally-distant from adjacent units. Shareholders may not plant hedge rows

or similar barriers separating their unit from that of an adjacent neighbor. Any installations of walls, berms, etc. that might redirect surface water flow must be submitted to the Board for approval in advance and may not increase hazards to other structures. In the open field above the pool, shareholders are permitted to plant vegetable/flower gardens, but must post a \$25 deposit to ensure that they will restore the grounds once the garden is no longer being used.

**D. Grounds Maintenance Enforcement Rule**

These rules apply to all shareholders, regardless of whether they reside at Mogul Park year-round or seasonally, or sublet their units.

i. Each unit owner is required to keep the grass cut to six inches maximum height.

ii. Each unit owner shall trim or prune any shrub that abuts a road so as to prevent obstruction of traffic and permit safe view for drivers.

iii. Each unit owner is responsible to remove dead leaves from the grounds surrounding his/her unit by December 1.

Whenever the Board receives a complaint that a unit owner is not properly maintaining the grounds surrounding a unit, the Board shall determine if the above requirements have been met. In the event that a unit is not in compliance, the Board shall send the unit owner written notice of noncompliance noting all deficiencies in grounds keeping.

If a unit owner fails to cure specified deficiencies within ten days of such notice, the Board shall retain the services of a contractor to bring the unit into compliance. In such event, the unit owner shall be responsible for payment of the contractor's fees plus a \$25.00 charge to the co-op for each such incident. All such costs shall be billed to the unit owner and payment will be due immediately.

#### **17. Authorization for Dogs**

Shareholders may keep dogs at their Mogul Park units only if they sign a notarized agreement regarding care of the pet to ensure that it will not disturb neighbors. In addition, dogs may not be kept by residents of duplex units without the written consent of their adjoining neighbor.

### **18. Construction of Storage Sheds**

Each unit owner may erect one storage shed, up to 10 feet by 12 feet in area, to be placed within the grounds surrounding the unit in a manner that does not encroach on any neighbor's space. Normally, sheds are to be located to the rear of a unit so as to preserve the appearance of the community. Before constructing a new shed, the unit owner must submit a written request to the Board with a sketch showing the shed dimensions and its desired location in relation to nearby units (replacing an old shed in the same location and of permitted size does not require written permission). Potentially affected adjacent unit owners must also be notified by the applicant before the Board can review the request.

### **19. Requests to Build Fences**

Because Mogul Park seeks to preserve the woodland setting of our community, boundary fences and hedges are not encouraged. However, upon request to the Board, an exception may be made where there is a need to protect small children from roadway traffic.

### **20. Requests for Off-Street Parking**

Town ordinance forbids on-street parking overnight during the



Winter. Year-round residents must request Board permission to construct off-street parking spaces. An apron permit from the Yorktown Highway Department is also required.

Ordinarily, such parking spaces are expected to be built within the space surrounding each unit that is tended by that unit's owner. However, when terrain, trees, bedrock, road design or other conditions render such location impractical, the Board will consider alternate sites provided they do not cause undue adverse impact on other units. A common parking lot is available for shareholders' and guests' cars. Storage of unregistered vehicles, trailers, campers, etc. anywhere within Mogul Park is prohibited.

### **21. Winter Parking & Snow Removal**

Those units with individual off-street parking areas on the land adjacent to their units are responsible for clearing snow from their driveways. Residents who park in the communal parking lot, or along the two private road branching off Mogul Dr. are responsible to share the cost of plowing with neighbors and respect the parking needs of others who also use these lots. Details on individual allotments for plowing service are supplied by the Board's Grounds Committee

chair. Residents along the Amazon Rd. “horseshoe” arrange for plowing services and divide the cost.

## **22. Enforcement Of House Rules**

Any shareholder who fails to comply with the rules set forth in the Proprietary Lease, By-Laws or Mogul Park Guide may be subject to a penalty of up to \$1,000. Until compliance is obtained and any penalty balance is satisfied, interest of 1% per month will accrue and no Board approvals for individual requests may be granted, nor may the unit in question be sublet.

## **23. Annual Tax Deduction Statements**

At the beginning of each year, the Board will distribute to each shareholder a statement listing their portion of property and school taxes paid through maintenance and any applicable reassessment pass-through resulting from expansion of the unit. This figure will be reduced by each unit’s STAR school tax credit applied against their bills. Since Mogul Park has no mortgage, there is no interest deduction amount.

Shareholders who file itemized personal income tax returns will report the amount of property taxes on their Schedule A forms, less any supplemental STAR rebate checks received directly from New York State (since the co-op does not see these payments, it is

unable to include them in the annual statement). *Keep your statement where you can find it when you prepare your tax return, as there will be a \$10 fee to obtain a duplicate.*

The annual statement also states how much was added to the co-op's capital reserve fund from each shareholder's payments. This information is useful when a unit is sold, as the total capital reserve fund contributions made during ownership of each unit is subtracted from the gain on sale of the home when determining capital gains tax liability. It is the responsibility of each shareholder to retain past records of capital reserve contributions for this purpose.