

**ARTICLES OF ASSOCIATION AND BY-LAWS
for**

_____ TENANT ASSOCIATION

**ARTICLE I
NAME AND LOCATION**

The name of this organization is _____
Tenant Association (hereinafter called the "Association"). The office of the
Association is located at _____.

**ARTICLE II
DECLARATION OF PURPOSES**

Section 1. Statement of Purpose. This Association is organized in accordance with cooperative principles as a not-for-profit tenant association for the purpose of maintaining and managing the building(s) located at _____. The object of the Association is to operate adequate, safe and sanitary housing accommodations at the above address(es). ①

Section 2. Terms of Lease with the City of New York. While under City ownership, The Association shall maintain a Tenant Interim Lease (Lease) with the Department of Housing Preservation and Development (HPD) of the City of New York. The Association's duties under this lease shall include but are not limited to: 2
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- a) Promoting tenant cooperation and participation in all aspects of building management;
- b) Collecting rents and leasing vacant apartments to new tenants; 4
- c) Initiating legal action against non-rent paying and disruptive tenants; 6
- d) Maintaining a checking account for the benefit of the City of New York and as further described in the Lease; 7
- e) Securing appropriate insurance to protect the Association and the City of New York against liability as required by HPD;
- f) Keeping records in accordance with HPD policy; and
- g) Hiring and paying employees and/or securing contractors and voluntary participation for the repair and maintenance of the building.

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ARTICLE III
DUTIES AND POWERS

Section 1. Management The Association shall be in full charge of the property, interests, business, and transactions of the Association, consistent with the Lease signed with HPD. The Association may adopt such rules and regulations for the conduct of its meetings and management as it deems proper, provided these do not violate local, state or federal laws. The members of the Association, in adopting these By-Laws, may delegate to the officers such power, authority and such duties as are necessary and appropriate to the effective conduct of Association business. Amendments to these By-Laws are subject to HPD approval.

Section 2. Decision-Making. All matters concerning the management and use of the property and land thereof, shall be decided by the members of the Association or by the elected officers as delegated by the membership. Such decisions shall be made at official meetings at which a quorum is present.

25 Section 3. Hiring. The Association may hire an employee or employees, such as a bookkeeper, submanager(s) and/or a superintendent. An employee may not be an officer of the Association. The duties and obligations of these employees shall be outlined by the Association prior to their hiring.

26 Section 4. Management Fee. A maximum of eight percent (8%) of the rent collected each month may be paid as a management fee ("Management Fee") to the person(s) responsible for the management of the Association. The apportionment of any management fee shall be determined by the officers, with no fee paid without first announcing the decision at the next general meeting. This fee may not be paid retroactively. The Management Fee shall be used to pay for the following management-related expenses: office supplies such as envelopes, stationery, stamps, photocopying, transportation and for building related business, rent receipt books, bookkeeping materials, and time of employees such as the manager(s) and/or bookkeeper. The balance, if any, may be retained by the officers of the Association. Under no circumstances shall the total of the above outlined expenses exceed the Management Fee collected each month.

ARTICLE IV
MEMBERSHIP

All residential tenants are considered members of the Association. Each residential unit shall be considered one "household" regardless of the number of occupants, size of unit, or monthly rent. A superintendent or other employee who lives in a rent-free apartment in the building shall not be considered a member of the Association. Superintendents who are rent paying tenants are automatically members of the Tenant Association but may not hold office and be an employee of the Tenant Association at the same time. Commercial tenants shall not be considered members of the Association but can participate in activities with the consent of a majority of the Association. Sublessees approved by HPD and the Tenant Association can be assigned membership by the tenant of record.

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There shall be no special consideration or accommodation extended to any one member or household that is not extended to all members or households. No rules may be placed on any one member or household that are not binding on all members and households.

30 ARTICLE V MEETINGS

Section 1. Annual Meeting. The annual meeting of the Association for the election of officers and members of committees, for the acceptance of the Annual Report and for the transaction of any other business shall be held during the month of _____ each year.

Section 2. General Meetings. General meetings of the Association are open to all members and shall be held at least once a month to ensure ongoing communication among tenants. Such meetings shall be held on the _____ of every month.

31 Section 3. Special Meetings. As the need arises additional general meetings shall be called by the Executive Committee or HPD. Notice of special meetings shall be given at least 48 hours in advance.

Section 4. Committee Meetings. The Executive committee and the Repair and Maintenance committee shall meet at least once a month. The other committees will meet as necessary.

33 Section 5. Notification. The Secretary shall notify all Association members of the annual meeting at least two (2) weeks in advance and post a reminder one week in advance. Notification shall be in writing either by mail or notices placed under each household's door. All other meetings shall be announced in writing at least 48 hours in advance through notices posted in the lobby, on the Association's bulletin board and/or under each household's door.

34 ? Section 6. Voting Eligibility and Privileges. Each household shall have one (1) vote at all Association meetings and all households shall have equal rights. No tenant may have more than one vote even if he or she occupies more than one unit. Voting privileges and the right to run for or hold office shall be revoked upon the termination of tenancy or when the household is two (2) full months or more in rent arrears and has not entered into or adhered to an HPD-approved payment agreement (see Article VI; Section 3 below). All disputes regarding eligibility shall be resolved at least 48 hours prior to the meeting.

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Section 7. Quorum. A quorum shall consist of a majority of members eligible to vote and present, except as outlined in Section 8 below. A quorum is necessary at any Association meeting to vote on all business. If a quorum is not present, a majority of those present may adjourn the meeting to another date without further notice.

Section 8. Voting. If a quorum is present at a meeting, the act of a majority of either the officers or the Association at large, whichever is required by these By-Laws, shall be the act of the Association, unless the act of a greater number is required by these By-Laws or by Federal, State or City law. Voting shall be by voice vote, except at elections or referendums when voting shall be by secret ballot.

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Section 9. Proxies/ Absentee Ballots. Proxies shall be prohibited in any form. Absentee ballots shall be used only for elections and referendums in which nominations or motions are made and which are sufficiently publicized 48 hours in advance. An absentee ballot shall be used when a member is unable to attend the election or referendum. Such members shall be allowed to place a written ballot in a sealed blank envelope. This sealed envelope shall then be placed in another envelope which shall also be sealed and then signed by the tenant. This envelope shall be given to a designated officer of the Association to be counted at the time of the official tally of votes. On all other matters raised at general or special meetings, the vote of the quorum present shall be binding.

ARTICLE VI RENT

Section 1. Collection. Rent shall be due on the first of the month and no later than the seventh of the month. For tenants on public assistance or Social Security, rent shall be due semimonthly within three (3) days of receipt of their check.

Section 2. Form of Payment. Rent shall be paid by check or money order only to persons designated by the Treasurer. A rent receipt shall be issued upon payment of rent.

Section 3. Non-Payment. The officers should request a meeting with any tenant who fails to pay as outlined above. At this meeting an effort shall be made to establish a payment agreement. All payment agreements shall be in writing and must be approved by HPD.

47 Section 4. Dispossesses. A dispossession notice must be issued to all tenants who are two (2) full months or more in arrears, unless a payment schedule is agreed upon and signed. Failure to comply with a payment agreement shall result in immediate legal action by the Association.

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13 **ARTICLE VII**
OFFICERS/EXECUTIVE COMMITTEE

Section 1. Number and Eligibility. The officers of the Association shall be the Executive Committee of the Association and shall number at least three (3): a president, a secretary and a treasurer. Buildings with 20 units or more shall have at least five (5) officers. Buildings with 50 units or more may elect to have seven (7) officers. No person shall hold more than one office at the same time. Each officer shall have equal decision making authority. No two members residing in the same apartment shall be officers at the same time. All officers of the Association shall be at least 18 years of age and current in rent.

Section 2. President. The President shall preside at all Association meetings. The President shall perform all duties of the office of President and such other duties as may be assigned by the Association from time to time. The President's duties include but are not limited to: a) chairing Executive Committee meetings; b) chairing monthly meetings; c) delegating responsibilities to the appropriate committees and officers; d) coordinating activities to ensure that the Association adheres to cooperative principles and HPD policy; e) explaining the goals and objectives of the Tenant Association.

Section 3. The Vice President. In the absence of the President, the Vice President shall preside over the monthly meetings and Executive Committee meetings. The Vice President's primary responsibility is to maintain and strengthen the lines of communication between the Executive Committee, the members of the Association and the committees. In addition the Vice President's duties include but are not limited to: a) knowing how to perform the duties of an absent officer; b) assisting the President or other officers; c) acting as the liason between the Executive Committee and the Association; d) coordinating activities to ensure that the Association adheres to cooperative principles and HPD policy; e) overseeing special projects; f) explaining the goals and objectives of the Tenant Association.

14 Section 4. Secretary. The Secretary shall have charge of and be responsible for the non-financial records and all correspondence of the Association. The Secretary's duties include but are not limited to: a) recording attendance and the minutes of all meetings of the Association and distributing them within 7 days after the meeting; b) sending the minutes to HPD each month; c) posting the notice of the agenda for general meetings; d) explaining the goals and objectives of the Tenant Association.

17 Section 5. Treasurer. The Treasurer, as the chief financial officer of the Association, shall have the care and custody of all the funds and securities of the Association, and shall deposit the same in the name of the Association in such bank or banks as the Association may designate. The Treasurer's responsibilities include but are not limited to: a) maintaining the financial records of the Association in a secure location for inspection by HPD, the IRS, and any other official agency authorized to conduct such inspection or audit; b) making and distributing written summaries of financial reports at the monthly meeting; c) assisting the executive committee in the preparation of the annual report, accounting for all monies received and spent; d) answering any and all questions regarding finances put by members of the Association, inspectors or auditors of HPD, or the IRS; e) providing for the issuance of rent receipts to all tenants upon receipt of rent payments.

f) holding the check book and ensuring that all checks are signed by two (2) officers of the Association. No two officers of the same family shall sign the same check. No officer may co-sign a check designated for a relative or household member. g) explaining the goals and objectives of the Tenant Association.

18 Section 6. Election and Term of Office. An election shall be held once per year at the annual meeting of the Association. The officers elected or re-elected shall serve a term of one (1) year. The election shall be held at least 30 days prior to the expiration of the current term. The Association shall notify HPD in writing within three (3) days of any change in officers and shall submit appropriate minutes. HPD or an HPD designee shall be present at all elections and recalls.

19 Section 7. Current Officers. The following tenants are currently serving as officers:

President: _____
Vice President: _____
Secretary: _____
Treasurer: _____

These officers were elected at the Association's annual meeting held on _____.

20 Section 8. Resignation. Any officer may resign at any time by delivering a written resignation to the remaining officers of the Association.

21 Section 9. Termination. The Association must remove from office any officer who is two or more months in arrears, or has not entered into or complied with an HPD approved payment agreement.

22 Section 10. Recall. Any officer of the Association may be removed from office by the following procedure: A petition indicating the reasons for requesting such removal shall be signed and dated by a majority of all households and submitted to HPD for approval. If the petition is approved, the Association shall call a special meeting at which a quorum of eligible members must be present. A vote shall be taken by secret ballot, in accordance with the procedures outlined in Article V, sections 8 and 9, to confirm the petition.

23 Section 11. Interim Elections. A special meeting shall be called within 30 days of the date of resignation, termination or recall of an officer to hold an interim election to fill the vacated position. Any eligible member shall be permitted to run for election or re-election and only eligible members may be permitted to vote. The vote shall be by secret ballot as outlined in these By-Laws.

ARTICLE VIII COMMITTEES

37 In addition to the Executive Committee, the Association shall have at least two committees, one of which shall be the Maintenance and Repair Committee. At least one elected officer must be a member of each committee. Each Committee shall select a Chairperson. All eligible members of the Association may volunteer to serve on committees. Examples of such committees include By-Laws, Tenant Selection and Finance. Committee guidelines shall be established by each committee, approved by HPD and then presented to the Association for approval. Once approved, committee guidelines become amendments to the By-Laws.

ARTICLE IX SELECTION OF TENANTS

43 Section 1. Tenant Selection Committee. A Tenant Selection Committee shall be formed by the Tenant Association as necessary. At least one Association officer shall be a member of this committee. The committee shall be responsible for soliciting, receiving and reviewing applications of prospective tenants, recommending internal moves of current tenants and recommending new tenants to the Association. (see Article VIII)

44 Section 2. Solicitation of Applicants. When an apartment or commercial unit becomes vacant, the Tenant Selection Committee shall solicit prospective tenants by using outlets which are accessible to the general public such as local newspapers, community bulletin boards, religious institutions, or local organizations, and in the building itself. The committee shall distribute a Tenant Association Application to all interested applicants at the time of the vacancy and maintain a waiting list of qualified applicants. Each application shall be numbered and dated.

45 omitted Section 3. Selection of New Tenants. When a vacant apartment or commercial unit is ready for tenant selection, the committee shall review all applications received and recommend at least two of the best qualified applicants on the basis of interviews and references. The officers shall make the final selection of new tenants based on the recommendations of the Tenant Selection Committee.

Section 4. Conflict of Interest. If a member of the Tenant Selection Committee or an officer of the Association is related to an applicant, that member or officer shall not vote on decisions regarding the applicant's selection.

46 Section 5. Income Eligibility. Only persons of low and moderate income shall be eligible to rent apartments. Low and moderate income is defined in the Federal Section 8 Existing Income Guidelines, available from HPD.

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**ARTICLE X
PRIMARY RESIDENCE**

Section 1. Primary Residence. All Association members shall maintain their apartments as their primary residence. For the purposes of these By-Laws, primary residence is defined as the address used by a person for voting registration and income tax filing, and where that person normally resides for at least 183 days per year. The Executive Committee shall issue an apartment lease to each tenant of record.

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Section 2. Sublease Approval. Tenants shall not sublet their apartment without prior written approval of the officers and HPD. Such subleases shall not be longer than six (6) months, except where compelling circumstances are proven by written documentation. No subleases shall be renewable. All such contractual relationships between the tenant and the sublessee shall be subject to review and approval by the Association's officers and HPD. Consent to sublease shall not be unreasonably denied.

50-omitted

Section 3. Responsibilities of Tenant and Sublessee. The primary tenant shall remain responsible for payment of rent. The tenant may not charge the sublessee more than 10% above the legal rent. The sublessee shall be subject to all House Rules (see Article XIV below). Failure to comply with this process could result in eviction of tenant and sublessee.

**ARTICLE XI
MAINTENANCE AND REPAIR**

Section 1. Repair Priorities. Repairs shall be done according to the following priority system: 1) repairs needed to protect life, health and safety; 2) repairs needed to prevent building deterioration; and 3) cosmetic repairs, unless otherwise directed by HPD or by a Court stipulation.

38 Section 2. Maintenance and Repair Committee. A Maintenance and Repair Committee shall be established including at least two (2) Association officers and any other interested tenants. This committee shall be responsible for negotiating a repair plan with HPD and presenting it to the tenant body for approval. In addition, this committee shall be responsible for conducting periodic building condition surveys, prioritizing repairs (as indicated by Tenant Repair Reports), and scheduling all maintenance and repairs, (see Section 4 below). This committee shall draft and negotiate a contract, job description and schedule with the superintendent and designate a supervisor who shall monitor the superintendent's job performance.

39 Section 3. Soliciting Contractors. The Maintenance and Repair Committee shall be responsible for soliciting all contractors. For repairs costing up to \$500, references shall be checked and bids compared whenever possible. For repairs costing over \$500 and up to \$2,000, a minimum of two (2) written estimates shall be obtained and at least two (2) references shall be called for each contractor. For repairs costing over \$2,000, three (3) written bids including a detailed scope of work shall be obtained and two (2) references shall be called for each contractor.

40 Section 4. Authorization. The Maintenance and Repair Committee may authorize repairs costing up to \$500 and may select a contractor to do the work. The officers shall authorize and select contractor(s) for repairs costing from \$500 to \$2,000. Any repairs costing over \$2,000 must receive majority approval at a general meeting of the Association; however, the officers shall make the final selection. In the case of an emergency which threatens the life, health or safety of the tenants, the officers are authorized to select a contractor and issue a contract without prior approval of the tenant association.

Section 5. Maintenance Contract. The Maintenance and Repair Committee shall solicit at least two (2) bids for any maintenance contract (e.g. extermination, elevator or boiler maintenance) and check two (2) references for each. The officers shall make the final selection.

27 **ARTICLE XII**
CONTRACTS AND OTHER COMPENSATION

28 Section 1. Authorization and Execution. No contract or other instrument such as a lease or an agreement, may be entered into, executed, or delivered except as authorized by the officers of the Association or HPD (see Article XI, Section 4 above). Contracts shall be executed and signed by the President or another designated officer and witnessed by another officer of the Association. No two members of the same family shall execute, sign and/or witness the same document.

Section 2. Contract with Association Officers, Members and Employees. Association officers, members and employees are required to disclose any interest they may have in any contract, lease, agreement, or other contractual transaction. No officer, member or employee shall have an interest in any Association contract or transaction unless such contract is approved at a lawfully constituted meeting of the Association by two-thirds (2/3) of the eligible members present, excluding the vote of the member to be benefited, and provided that this is not otherwise prohibited by law.

29 Section 3. Other Compensation. No Association officer, member or employee shall receive any salary or other compensation for services except as previously stated in Article III, Sections 3 and 4.

ARTICLE XIII AMENDMENTS

These By-Laws may be amended by vote of a majority of Association members eligible to vote at any annual or general meeting of the Association, so long as they do not conflict with the terms of the Lease with HPD or with Federal, State or City law. All amendments are subject to final approval from HPD.

5/ ARTICLE XIV HOUSE RULES

House rules are to be developed by the Association and submitted to HPD for approval. Once approved they may be incorporated into these By-Laws by vote of a majority of eligible tenants at a duly called general meeting.