



# Fieldston Mutual Housing Cooperative Inc.

5500–5550 Fieldston Road, Riverdale, NY 10471, 718-549-7373

## House Rules (as amended May 2022)

*Welcome to Fieldston, a cooperative community located in the heart of Riverdale. We promote a warm and inclusive atmosphere, but like any community, we do have rules. Keep in mind we all need to do our part to keep our property looking its best, and to live in cooperation with our friends and neighbors. We ask that you read these rules, and abide by them, so we can enjoy Fieldston together for many years to come.*

*The Board of Directors*

### **1. Public Areas and Exteriors**

- (a) The public halls and stairways of the building must not be obstructed or used for any purpose other than entrance into and exit from the apartments in the building, and fire escapes shall not be obstructed in any way.
- (b) Children must not play in the public halls, lobby, stairways, laundry rooms, elevators, or any other public areas of the building. Infants and toddlers should not be placed on public area floors for crawling, nor should crying babies be walked up and down the corridors.
- (c) No personal items except for door mats are allowed in the public halls or passages of the building. This includes but is not limited to tricycles, bicycles, skateboards, scooters, or similar vehicles, baby carriages, and shopping carts.
- (d) Nothing may be hung or shaken from the windows, terraces, or balconies, or placed upon the outer window sills of the building.
- (e) Satellite dishes are not allowed. FiOS and Optimum are the available services.
- (f) Signs, notices, or advertisements may not be inscribed or exposed on or at any window or other part of the building without the prior written approval of the Corporation.

(g) Smoking or carrying any lit smoking materials is prohibited in any of the public areas within the building. Smoking is also prohibited within 20 feet of any of the buildings entrances/exits. Smoking is permitted in tenant-shareholder dwelling units and terraces.

(h) No one is permitted on the roof except in emergencies.

(i) Shareholders shall be responsible for damage to any public property or common area of the Corporation caused by a member of their household, family, guests, invitees, pets, employees and/or contractors. Shareholders will be billed by the Corporation for the full cost of any repair, restoration or damage for which they are responsible.

(j) Shareholders should make every effort to clean up any spillage they create in elevator lobbies, stairwells, building lobbies, hallways, compactor rooms, and other common areas. If the shareholder is not able to clean up the spillage, they must immediately contact building staff and request the assistance of the staff.

## **2. Air Conditioners**

(a) No shareholder shall install any air conditioning equipment in his or her unit without the prior written consent of the Corporation.

(b) Window air conditioning units may be installed if supported by brackets as required by NYC code. No window air conditioning units shall be installed without the prior written consent of the Corporation. The Managing Agent and superintendent will perform periodic inspections of window air conditioners to ensure compliance with these House Rules and NYC Code. If air conditioners cannot be viewed from the outside of the building, the Managing Agent and superintendent, or any other designated agent of the Corporation, have the right to enter the apartment at any reasonable hour of the day in order to inspect to ensure that NYC code is being met.

(c) Shareholders are required to promptly complete and return to the Managing Agent all forms and/or questionnaires received regarding air conditioners in Shareholder's unit.

(d) Stand-alone and/or portable air conditioning units are not permitted.

(e) Air conditioners are subject to an electrical surcharge which is added to the monthly maintenance on a year-round basis.

(f) The Corporation shall have the right to require the prompt removal of any improperly installed and/or unauthorized air conditioning equipment at Shareholder's sole cost and expense.

### **3. Terraces**

(a) Nothing may be placed on the terrace that will penetrate through the terrace coatings. Shareholders must take care to avoid unnecessary abrasion of the terrace coatings.

(b) Indoor/outdoor carpeting, tile, or any other type of flooring material, shall not be placed over the terrace coating unless approved by the Corporation for such use. Unapproved flooring will negatively affect the top-coat portion of the system and void the warranty.

(c) Any flooring material that is installed over the terrace coating will be removed by the Corporation at the shareholder's sole cost and expense. Shareholders will be held solely responsible for any violation of the terrace maintenance and usage rules and/or any voiding of the applicable warranties.

(d) Shareholders shall not allow pets to defecate or urinate on the terrace.

(e) Shareholders shall not paint any surface of the terrace, including the underside of the upper terrace or the brick.

(f) Shareholders must promptly notify the superintendent and Managing Agent of any damage to the terrace.

(g) Terrace enclosures shall be provided only by the vendors approved by the Corporation, and shall be installed and maintained at the expense of the shareholder.

(h) Holiday decorations may be displayed on terraces and the interior of windows during the holidays, but must be removed or disabled once the holidays are over. The Corporation maintains that it is in the best interest of our shareholders that our buildings present a uniform exterior appearance, and anything which visually disrupts this appearance must be removed immediately upon request of the Corporation.

(i) Residents may not use terraces for storage, clothes or towel drying, or any other unsightly or inappropriate purpose.

(j) The use of grills on terraces, including electric grills, is prohibited.

#### **4. Shareholder Responsibilities**

(a) Shareholders are responsible for all appliances (except as noted in 4(b) below), plumbing, fixtures, and furnishings inside their own apartment from wall to wall, including the wall surfaces, and for damage caused to another apartment or to the common areas of the building.

(b) Refrigerators and stoves/ranges are considered required appliances and are the property of the Corporation. In the event a shareholder's refrigerator or stove/range is not working, the shareholder must contact the superintendent, who will arrange for repair. If the appliance cannot be repaired, the Corporation will supply standard equipment as determined by the Corporation to be appropriate, in its sole discretion. Shareholder may, at their discretion, purchase new appliances themselves, and the Corporation will reimburse a portion of the purchase price if the appliance is Energy Star compliant, as applicable. Any new appliance will be considered the property of the Corporation. Appliances such as icemakers, water dispensers, and dishwashers are not covered by the Corporation, and must be repaired at the shareholder's sole expense.

(c) Washers and dryers are not permitted in apartments.

(d) Shareholders are strongly urged to obtain homeowner's insurance covering personal property and personal liability.

#### **5. Garbage Disposal**

(a) All garbage and refuse from the apartments must be disposed of in accordance with the New York City recycling rules, which are posted on the boards in the laundry rooms, and in each compactor room. Each compactor room is equipped with two plastic bins: one for paper and another for non-paper recyclable items, as well as a garbage chute for garbage which is not recyclable. All non-paper recyclable items must be washed before disposal. Large boxes and other household items too large for the compactor rooms should be taken to the Mezzanine level of 5500, and outside the service entrance of 5550. Receptacles are provided on the sidewalk outside the rear entrance to 5550 and outside the garbage storage area for outdoor trash disposal. All shareholders must use the proper receptacles when disposing of trash to keep the property clean and attractive.

(b) Throwing empty paint cans or any other flammable or highly combustible substances into the compactor rooms or chutes is unlawful and the offender is subject

to a penalty. These items must be taken to the appropriate receptacles located on the Mezzanine level of 5500, and outside the service entrance of 5550.

(c) All garbage which is not recyclable must be well drained and wrapped in plastic bags that will not drip or burst while being transported to and deposited into the compactor chute. Garbage cannot be left on the floor of the compactor room or improperly deposited into recycling bins. If non-recyclable garbage does not fit into the compactor chute, it must be disposed of as per 5(d) below. It also must be packaged so that it will not come apart in its descent. If there is any spillage or leakage, the shareholder must promptly clean the affected area.

(d) Shareholders are prohibited from emptying diapers and pet waste, including kitty litter, directly into the compactor chute. Such waste must be securely wrapped or bagged, and taken to the appropriate receptacles located on the Mezzanine level of 5500 or outside the service entrance of 5550.

(e) The superintendent must be notified in advance of unusually large items intended for disposal.

(f) The cost of repairing any damage resulting from misuse of the compactor rooms or chutes will be paid for by the shareholder who caused the damage.

(g) Any hypodermic needles or other hazardous materials must be labeled as such, packaged safely, and disposed of in an appropriate manner.

(h) It is the responsibility of the shareholder to eliminate any vermin, insects or other pests in their apartment. The Corporation provides an extermination service the third Thursday of each month, and shareholders should contact the superintendent to arrange for such service in their apartment.

(i) All signage posted by the Corporation and Managing Agent in the compactor rooms must be followed and are considered to be a part of these House Rules.

## **6. Deliveries and Moving**

(a) Messengers and restaurant food deliverers must use the main entrance of the building. Supermarket and online grocer deliveries must be made via the service entrances.

(b) Furniture, large appliances, and construction materials must be delivered through the service entrances of the building. These deliveries are permitted Monday through Saturday between the hours of 9:00 a.m. and 3:30 p.m.

(c) Moving in or out of the building is not permitted on Saturdays, Sundays or holidays. Moving is permitted Monday through Friday between the hours of 9:00 a.m. and 3:30 p.m. and must be arranged for **in advance** with the Managing Agent and Superintendent. The movers must supply a certificate of insurance **in advance**. The move-in deposit will be returned only if there is no damage from moving in **and** the carpeting requirements in Section 7(a) below are met as attested to after an in-person inspection by the Managing Agent.

(d) The superintendent must be given at least one day prior notice of deliveries and/or moving of household furnishings in or out of the building so that elevator pads may be installed.

(e) Any damage to the elevators and/or the common areas and hallways caused by a shareholder or the shareholder's agent while moving large objects or household furnishings will be paid for by the shareholder.

## **7. Noise**

(a) The floors of each apartment must be covered with rugs or carpeting, or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, foyers, and closets. If the board receives a noise complaint, an inspection will be made to ensure the shareholder is in compliance with the 80% coverage. If the shareholder is compliant with the 80% coverage and the board receives a second noise complaint, then the shareholder will be required to install 3/8" felt padding underneath all carpeting. If the board receives a third noise complaint, the shareholder will be required to install wall-to-wall carpeting with 5/8" felt padding, or a floating floor with an equivalent manufacturer's noise-reducing underlayment. Any shareholder using fitness equipment in the apartment must have carpeting or equally effective noise-reducing material underneath the equipment.

(b) No Shareholder shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or conveniences of other shareholders/tenants.

(c) Shareholders may not play, or permit to be played, any musical instrument in the shareholder's apartment between the hours of 11:00 p.m. and the following 8:00 a.m. or in any manner that disturbs or annoys other occupants of the building.

(d) Shareholders may only operate, or permit to be operated, a sound system (such as a radio, television, stereo speakers, etc.) in the shareholder's apartment between the hours of 11:00 p.m. and the following 8:00 a.m. at such reasonable volume as does not disturb or annoy other occupants of the building.

(e) Construction or repair work or other installation involving noise may only be conducted in any apartment on weekdays (not including legal holidays) between the hours of 9:00 a.m. and 3:30 p.m.

## **8. Pets**

(a) Only one dog is permitted in an apartment.

(b) Up to two cats are permitted in an apartment.

(c) Dogs are only permitted on elevators and in the public areas of the building when carried or on a leash.

(d) Dogs are prohibited from urinating or defecating on the Corporation's lawns and planted areas. Any "accidents" must be promptly cleaned by the shareholder.

(e) In no event are dogs permitted to be walked through the main entrance of the building, unless the service entrances are inaccessible by reason of work being performed which has closed the service entrance to traffic.

(f) Any pet that causes disturbance or harm to shareholders, their families, guests, invitees, employees, or other resident pets will not be tolerated. The Corporation maintains the right to insist that individual dogs be muzzled when in public areas of the property if the Corporation deems that dog to be a risk. The Corporation maintains the right to require the permanent removal of any dog deemed to present a danger or nuisance.

(g) Pigeons or other birds or animals may not be fed from the window sills, terraces, balconies, or other public areas of the building, or on the sidewalk or street adjacent to the building.

## **9. Repairs and Maintenance**

(a) Shareholders must submit a work order request to the superintendent for repairs and/or maintenance needed in their apartments or in the public areas of the building. Shareholders may contact the superintendent by leaving a message with the site office answering machine, or may speak to the superintendent directly. The site office number is listed at the end of these House Rules.

## **10. Renovations and Alterations**

(a) No renovations or alterations will be permitted in any apartment without the prior written approval of the Corporation. Alteration Agreements can be obtained from the

Managing Agent or superintendent. Alteration Agreements which are not complete will be rejected without review.

(b) Plans, insurance certificates, renovation agreements, etc. must be submitted by the shareholder to the Managing Agent in accordance with the requirements set by the Corporation. No work shall begin until written approval is obtained from the Corporation.

## **11. Parking**

(a) The traffic circle may be used for **loading and unloading only**. Cars left in the traffic circle must have the engines turned off and keys removed, may not remain there for more than thirty (30) minutes, **and** must have flashers turned on while in the traffic circle. The yellow zones are to be kept free for use by handicapped shareholders and emergency vehicles. **At no time is overnight parking permitted in the traffic circle.**

(b) Any shareholder renting a parking space in the garage must sign a license agreement and abide by the rules and regulations set forth by the Board of Directors. **These include but are not limited to:**

(i) The shareholder may not permit any person to park any vehicle in a space other than the vehicle assigned to that space.

(ii) The shareholder may not use the space for storage of any property other than the vehicle assigned to that space.

(iii) The shareholder may not keep more than one vehicle in any parking space at any time.

(iv) Vehicles may not be parked in any other part of the garage except the designated parking spaces.

(v) The shareholder may not block access to any parking space.

Complete Parking Rules will be delivered along with the license agreement when a shareholder is assigned a parking space.

## **12. Common Area Amenities**

(a) **Laundry Rooms:** Each building has a laundry room which is rented to and operated by a vendor selected by the Corporation. All equipment in the laundry room is the property of the vendor, and shall be maintained by the vendor. Shareholders are responsible for reporting any malfunctioning equipment directly to the vendor. Building staff does not handle repair requests for the laundry rooms.



Shareholders are responsible for disposing of refuse in the appropriate receptacles in the laundry rooms. Mops are provided to clean up any detergent spills. Any employees of a shareholder must be instructed as to the proper use of the building facilities.

Laundry carts are to be used for laundry only, and shall not be taken out of the laundry room at any time. They are not to be used to transport personal items such as luggage or groceries and other shopping. Children shall not be permitted to ride in the laundry carts, or to climb on the tables or chairs, to prevent injury.

(b) **Community Room:** The Community Room is located on the Mezzanine level of 5500, and is available for rental by shareholders for social, non-commercial events. Shareholders should contact the Managing Agent to arrange the rental. The rental rate and deposit are subject to change from time to time in the sole discretion of the Corporation.

The shareholder is responsible for returning the room to its original state following any event, and no refuse or personal property shall be left behind. Shareholders shall be responsible for all damage to the Community Room caused by such shareholder or a member of their household, family, guests, or invitees. Shareholders will be billed by the Corporation for the full cost of any repair, restoration or damage.

(c) **Bike Room:** The Bike Room is located to the left of the lobby entrance of 5500. Space is available on a first come, first served basis at no charge, and keys can be obtained from the superintendent. Space is for shareholders' bicycles only, and all bicycles must be placed in a rack or on a wall hook. The Corporation assumes no responsibility for bicycles kept in the Bike Room, and strongly recommends the use of a chain or other security device. In no event shall anything other than bicycles be permitted in the Bike Room. All bikes must use the service entrances.

(d) **Storage Room:** The Storage Room is located on the Mezzanine level of 5500, and storage cages may be rented by shareholders on a monthly basis at a rate which is subject to change. Because there are not sufficient storage cages to provide one for every apartment, only one cage may be rented by an apartment. Items stored by shareholders are to be kept inside the storage cages, and any items left outside will be discarded. The Corporation assumes no responsibility for any items stored in the Storage Room.

(e) **Sitting Area:** The lower level sitting area located behind 5550 and to the left of 5500 may be used for the quiet enjoyment of shareholders, their families, and caregivers as weather permits. Keep in mind that the acoustics of the sitting area ensures that conversations can be heard clearly by anyone on their terrace facing the sitting area, so be mindful of both conversational volume and content.

Pets should not be permitted to use this area as a toilet, and any "accidents" should be cleaned up immediately by the shareholder.

## **12. Building Staff**

(a) The building staff consists of a superintendent, who is resident on the premises, a handyman, and three porters. The staff hours are 8:00 a.m. to 4:00 p.m. unless an emergency situation requires the staff to be present beyond those hours.

(b) Shareholders may not send any employee of the Corporation out of the building on any private business of the shareholder during the employee's regular working hours.

(c) Should any shareholder have a complaint about the performance of the handyman or the porters, such complaint should be directed **in writing** to the superintendent and to the Managing Agent. In the case of a complaint about the performance of the superintendent, such complaint should be directed **in writing** to the Board of Directors of the Corporation and to the Managing Agent.

## **13. Miscellaneous**

(a) **Sublet Policy:** All subleases require the prior approval of the Corporation, and prospective subtenants will be required to submit such documentation as the Corporation deems necessary to establish their desirability as a subtenant. A sublease may be entered into for a one year period only, and no more than four subleases will be permitted at any time to ensure the Corporation remains primarily owner-occupied. The Corporation will assess a surcharge, to be added to the monthly maintenance to be paid by the shareholder, and the shareholder remains liable for all monthly maintenance, surcharges, assessments, and any fines which may be levied due to the actions of the subtenant.

The full Sublet Policy may be obtained from the Managing Agent.

(b) **Short-Term Rentals:** Shareholders may not, under any circumstances, engage in advertising their apartments for short-term or day-to-day rental online or in print media, nor may they list apartments with rental agents for short-term rental.

(c) **Open Houses:** The Managing Agent or superintendent must be informed in advance of any group tour, open house, or exhibition of any apartment. During any open house, the selling agent must have one person in the lobby to admit prospective purchasers, and one person within the apartment to show the premises. No exceptions will be made to this policy.

(d) **Auction Sales:** No auction sale may be held in any apartment.

(e) **Discrimination:** The Corporation does not discriminate on the basis of race, religion, sex, sexual orientation, physical disability, ethnic origin, or other protected class of people.

#### **14. Legal Fees and Fines**

(a) **Legal Fees:** Legal fees incurred by the Corporation to ensure compliance with the Corporation's Occupancy Agreement, House Rules, Parking Garage Rules, Storage Room Rules, or any other Rules which may be established from time to time by the Corporation will be charged to the shareholder. The Corporation will not be responsible for any legal fees incurred by the shareholder.

(b) **Fines:** Infractions of these House Rules, with the exception of instances of short-term rentals, are subject to a warning letter for the first instance, and a fine of \$100 for each subsequent instance. Shareholders found engaging in short-term rentals will be fined one month's maintenance for the first infraction, and will be fined an additional month's maintenance and have their Occupancy Agreement terminated for a second infraction. Fines will be added to the monthly maintenance bill of the shareholder, and are subject to increase at the discretion of the Corporation.

#### **15. Amendments**

(a) These House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors of the Corporation as provided in the By-Laws of the Corporation.

(b) Any consent or approval given under these House Rules by the Corporation shall be revocable at any time.

**Phone Numbers:**

**Fieldstondale Site Office:** (718) 549-7373

Managing Agent:

**Garthchester Realty Ltd.** (914) 725-3600

Attorney:

**Adam Leitman Bailey, P.C.** (212) 584-0365