



# River Terrace

2621 Palisade Avenue  
Bronx, NY 10463

## River Terrace Apartments

# House Rules

Version: August 2023

Questions? Contact the River Terrace Board  
Email: [rtboard@garthchesterrealty.com](mailto:rtboard@garthchesterrealty.com)

*Please contact Managing agent to receive updates via email.*

## RIVER TERRACE HOUSE RULES AUGUST 2023

The following House Rules were developed to create and maintain an environment of cooperation and safety so we may all enjoy our homes in River Terrace. If there is any difficulty due to medical or other problems that makes it impossible to comply with any of the House Rules, the Managing Agent or Board of Directors should be contacted so amicable arrangements can be made.

### SECTION I: COMMON AREAS ON THE INSIDE AND OUTSIDE OF THE BUILDING

- A. The common areas of the building include the hallways, staircases, elevators, lobby, laundry room, lower-level and pool-level storage rooms, vending area, lawn, pool, driveway and walkways, indoor garages and outdoor lot.
- B. The building entrances are not to be obstructed nor used for any purpose other than entering or leaving the building and loading and unloading. The lobby is not to be used as a play area.
- C. Do not place any article in the public halls or on the staircase landings, or shake from windows or terraces, or place upon or affix to the outside windows, sills or terrace ledges. Doormats, shoes, boots and umbrellas should not be placed in the hallways.
- D. Wheeled items such as tricycles, bicycles, rollerblades, scooters, strollers, baby carriages or wagons should not be left or rode upon in any of the common areas of the building and must be walked in and out of the building. Bicycles should only be taken in and out of the building from the studio (lower level) entrance.
- E. No motorized means of transportation is allowed inside the building except for wheelchairs. **Residents and guests cannot bring e-bikes, scooters or other means of transportation that use lithium-ion batteries onto the property.** Furthermore, the lithium-batteries that power these devices cannot be brought onto the property for charging. If they do bring one in and it causes a fire, then the resident is responsible for damages.
- F. Residents, their children and guests are not allowed to play or be disruptive in the common areas of the building. No one is permitted on the roof or in the boiler room.
- G. Building hallways cannot be decorated or furnished by any resident in any manner without prior consent of the Board of Directors.
- H. Holiday decorations are permitted to be hung on a resident's hallway door, inside terraces and interior apartment windows but must be removed within two weeks after the holiday. Any hallway door decorations not removed in a timely manner will be disposed of by building personnel following notice.

- I. Due to strict FDNY regulations, decorations derived from conifers, balsam, hemlock, pine and Spanish moss and any decorative green containing “pitch” are not fire safe and are prohibited by the fire code. Decorative greens that may be displayed are those that do not contain pitch, which includes grapevine, boxwood and berries. All door decorations of any nature must be sanitary, fire code compliant and pest-free or may be disposed by building personnel following notice to the resident.
- J. No awnings, window air-conditioning units or exhaust ventilators, nor anything else that projects out of any window, may be used without the prior written consent of the Board of Directors, in its sole discretion. Permission, if granted, must be renewed annually. The additional costs for electric service for any window air-conditioning units will be determined and assessed by management.
- K. Awnings, signs, notices, advertisements or illuminations (except winter holiday decorations) are not allowed to be attached or displayed on windows or any other part of the building unless it has been approved in writing by the Board of Directors or Managing Agent. Similarly, nothing may be hung from the doors, windows, terraces or placed upon the exterior window sills of the building.
- L. No antenna or satellite dish can be attached to or hung from the exterior of the building without the prior written approval of the Board of Directors or the Managing Agent, in their sole discretion.
- M. A maximum of two cars are permitted to park in the driveway along the side of the building, with their emergency lights flashing, for up to 15 minutes. The doorman must be informed of the operator's whereabouts.
- N. Smoking is not permitted in the elevators, hallways, stairwells, garage, laundry room, lobby or any common areas inside or outside the building, in compliance with the law. Throwing cigarettes or cigar butts from any terrace is not permitted.
- O. While residents are currently permitted by law to smoke in their apartments, they must obey the proprietary lease by making reasonable efforts to keep the smoke from exiting the hallway door, including placing an appropriate barrier along the floor at the inside of the door, using an air purifier, and keeping the bathroom vent open.

## SECTION II. WITHIN APARTMENTS AND ON TERRACES

- A. Do not use toilets and drains for any purposes other than those for which they were constructed. Diapers, sanitary napkins, tampons, sweepings, rubbish, rags or any other article, must be properly disposed in garbage bags in the trash bins. The cost of repairing any damage resulting from misuse of any toilet or drain shall be paid for by the tenant in whose apartment it occurred.
- B. Before making any structural changes within an apartment, the shareholder must first request and obtain written approval from the Board of Directors or Managing Agent. Forms are available from the River Terrace website and from the Managing Agent. Contractors and workmen will not be permitted in the building until approval is granted. The superintendent must be permitted access to any apartment undergoing structural renovations to assure they are being done in compliance with the terms of approval.

- C. Unless expressly authorized by the Board of Directors, the floors of each apartment must be covered with rugs or carpeting or equally effective noise reducing material, to the extent of 80% of the floor area of each room except for the kitchen, bathrooms, and closets. Heels or other hard soled shoes should only be worn on floors covered with noise reducing materials.
- D. No group tour or exhibition of any apartment or its contents can be conducted, nor can any auction sale be held in any apartment without the prior consent of the Board of Directors or Managing Agent.
- E. No plantings or other objects can be hung on the outside of a terrace. All plantings or other objects on the terraces must be secured so there is no chance of the planting or other object from falling off the terrace. The plantings must be in containers that will not leak off the terrace onto other floors or terraces. It is the responsibility of the resident to maintain the containers in good and secure condition.
- F. Washers and dryers are strictly prohibited in all apartments.
- G. Combustible or explosive material is strictly prohibited from entering or being stored in the garage or any apartment.
- H. Grilling or cooking on terraces is strictly prohibited.
- I. Residents are responsible for eliminating vermin, insects or other pests in their own apartments. The co-op engages an exterminator to serve the common areas of the building, however exterminating services from this company may be requested by residents, at their own cost, through the building manager or the doorman.
- J. As more particularly stated in the proprietary lease in paragraphs 4 and 18, residents are responsible for everything in their apartment extending into their apartment beyond the interior of the walls, i.e. anything not inside the walls, including exposed pipes and wiring, circuit breakers, appliances, equipment, fixtures, floors, walls, furnishings, decorations, but excluding windows, entrance doors, terrace doors, and built in heating/air conditioning (HVAC) units. In the event of damage for which the Apartment Corporation is responsible, the repair to walls, ceiling or floor will only consist of restoring the surface to be paint ready or for other surface refinishing and will not include painting, wall papering or replacing any surface decoration. Residents may not arrange for repairs on their own and then submit bills for reimbursement. They must request inspection of any damages by the superintendent and management will arrange for any repairs for which the Building is responsible.

### SECTION III. COURTESY TO OTHER RESIDENTS

- A. No resident 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 convenience of other residents. No resident shall play upon or have others play upon any musical instrument or operate at a loud volume any audio equipment, television loud speaker etc. in his/her apartment between the hours of 10:30 P.M. and the following 8:30 A.M., Sunday through Thursday, and between 11:00 P.M. and the following 9:30 A.M. Friday and Saturday. All construction, including painting, or other installation involving noise shall only be done in apartments on non-federal holiday weekdays between 8:30 A.M. and 5:00 P.M. No equipment should be used that will cause electrical interference to any other resident.
- B. The Laundry Room facilities are available for use from 8:00 A.M. - 10:00 P.M. Each person using these facilities is responsible for cleaning out the washing and drying machine after use and throwing lint/refuse in the wastebasket provided. No more than two machine may be used by a person at a time unless there is at least one free machine available for another person. The washer and dryer machines should be emptied immediately after they have stopped. Rules posted in the Laundry Room must be complied with and are considered part of these House Rules. All laundry carts belonging to the Laundry Room should remain there or in any other area designated for their storage. Residents who have household help who use the Laundry Room are responsible for informing them of these rules.
- C. Elevators should not be interfered with nor held unnecessarily for any reason such as continuing a conversation, getting the mail, etc.
- D. Drivers must not exceed 5 mph and refrain from speeding and blowing horns unnecessarily when entering, crossing or leaving the garage.
- E. Carts in the Mailroom and Vending Machine Area are for the use of all residents, and should be returned immediately after use for the convenience of others.

### SECTION IV. SECURITY

- A. All guests, messengers, and tradespeople must be announced or made known by the doorman on the telephone or other communication system in the lobby to the appropriate resident. Only the resident may grant permission for their entry. If the resident is not at home, visitors will not be permitted to enter the building, unless written approval is given to the doorman by the resident.
- B. The side service door and doors to the parking lots should be kept locked when not in use. Anyone entering or exiting through such door should check to see that it is locked after use.

## SECTION V. SANITATION

- A. Throwing any inflammable or highly combustible substances into the trash bins/hopper is unlawful.
- B. All garbage should be well drained and placed in plastic bags that are tied and will not drip or burst while being transported to, or deposited in, the trash hopper.
- C. Vacuum cleaner bags must be securely wrapped or bagged before disposal.
- D. Cartons, boxes, wood crates, sticks, boards or other solid matter shall be placed in the service area on the studio (lower) floor near the boiler room. Any unusual amount of refuse should be called to the attention of the superintendent or doorman.
- E. If the garbage chute is blocked or smoking, inform the superintendent or doorman at once.
- F. Garbage should not be thrown down the trash hopper between the hours of 11:00 P.M. and 8:00 A.M.
- G. All glass, plastic and metal objects must be cleaned and without caps or covers, placed in the blue plastic containers in the trash room on each floor.
- H. All newspapers, magazines, and catalogues must be placed in the plastic rectangular container in the trash room on each floor.

## SECTION VI. GARAGE AND PARKING

- A. Motor vehicles can only be parked in the garage or parking spaces licensed from Management.
- B. No personal property can be stored in or around the parking space and any such property will be removed and discarded after notice to the resident.
- C. The parking policies are set forth in greater detail in the annexed Exhibit A

## SECTION VII. STORAGE ROOMS

The lower-level and pool-level storage rooms should only be used for storage of non-perishable, nonflammable property inside the storage bins or for bicycles on the hooks provided. Fees for storage are added to the monthly maintenance bill. Nothing should be stored above or outside the bins and anything not in the storage bins will be removed and discarded without notice. Bicycles shall be identified by a hang tag placed on the assigned hook provided by the superintendent, stating the owner's name and apartment number. Untagged bicycles are subject to removal and disposal. A waiting list for storage and bicycle racks is maintained by management.

## SECTION VIII. DELIVERIES/MOVING

- A. All small to medium sized packages arriving to the building by U.S. Mail, United Parcel Service, Federal Express, other courier service, laundry/dry cleaning, pharmacy, florist, food, and supermarket orders should be delivered to the front entrance of the building.
- B. Food deliveries must be picked up from the lobby. Packages will be left with the doorman for temporary storage in the package room.
- C. The delivery will be entered into BuildingLink upon receipt and appear on the monitor in the mailroom and a message will be sent to the Resident via email and/or text.
- D. The Cooperative is not responsible for any items left in the Package Room.
- E. Resident will receive final notice, if they do not respond or pick-up the delivery within 3 days of notification. If Resident does not respond to final notice, deliveries will move to a designated secured area and no more notices will be sent.
- F. If Resident is away or unable to pick-up package within the allotted 3 days, the Resident should contact the Doorman or submit a Front Desk Instruction in BuildingLink.
- G. If delivery is unclaimed and stored for over 5 days, without prior special arrangements coordinated (i.e. resident traveling, out of town, extenuating circumstances, etc.), a storage fee of \$15.00 per package per day will be added to the Shareholder's maintenance account and deemed as additional maintenance.
- H. A delivery of bulk items will not be accepted by the doorman - at any time - unless the resident is home to accept them and immediately come to the Lobby to remove them from the area. Overweight items needing a dolly or cart to transport, must be delivered via the service entrance.
- I. Large items, furniture, appliances, etc. must be taken in and out of the building on weekdays between the hours of 8:30 A.M. and 5:00 P.M. and only at the Service Entrance (lower level). It is the responsibility of the resident to be home for these deliveries or make other arrangements. Furniture and appliances or other large items shall only be delivered or removed after giving advance notice of at least three (3) business days to the Superintendent and approval by the Superintendent in order to assure elevator space will be available and only after a certificate of insurance from the carrier or delivery company is provided to the Superintendent, if requested.

## IX. SHORT TERM RENTALS

- A. Under no circumstances may an apartment be rented for a short term, including but not limited through Airbnb or otherwise. Sublets for one year may be permitted if approved by the Board of Directors, at its discretion. If approval of a sublet is granted, a sublet fee will be charged to the shareholder and shall be deemed additional maintenance. The sublet fee is 15% of the monthly maintenance billed to the shareholder.
- B. A sub-lease may be renewed, at the Board's discretion, one time only for a period not exceeding one year.

## X. GARDENING

The cooperative has an area above the pool that is available for gardening in season by residents who sign a waiver (or by parents on behalf of their children). A copy of the waiver is attached as Exhibit B.

## XI. POOL RULES

The pool rules are attached as Exhibit C.

## XII. PET POLICY

Rules pertaining to pet ownership and proper care are set forth in attached as Exhibit D.

## XIII. ARREARS POLICY

The policy on arrears is set forth in attached Exhibit E.

## XIV. INFRACTION FEES

The fees for House Rules infractions are set forth in attached Exhibit F.

## XV. COMPLAINTS

Any complaints regarding the services at the Building must be made in writing to the management company.



## XVI. MISCELLANEOUS

- A. Residents may request repairs from building personnel through Building Link or by completing a form available with the doorman. A fee schedule is available at the superintendent's office and such fees will be billed on the next monthly maintenance statement. If satisfaction is not received, a letter describing the situation should be sent to the Managing Agent who shall attempt to resolve the dispute and if unsuccessful, an appeal may be made before the Board, whose decision will be binding and final.
- B. No employee of the co-op may be used or employed by any tenant for any private repair, installation, such as computer configuration, etc. during official hours of work. In the event of an emergency, contact the doorman or the superintendent for assistance.
- C. All residents must maintain homeowner's insurance and at the request of management, must provide a copy of the declaration page and paid receipt annually.

## XVII. AMENDMENT

These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.

## EXHIBIT A

### **RIVER TERRACE PARKING POLICY**

1. River Terrace licenses parking spaces to shareholders who are residents of the building. Because we have more demand for spaces than are available, vehicles may not be stored for anyone who does not reside in the building.
2. The upper and lower indoor lots have waiting lists that are posted in the laundry room. A shareholder does not have to currently license a spot in the outside lot before requesting to be added to the bottom of the “Outsiders Waiting for Lower Level Space”. A shareholder should contact management to be placed on a waiting list. Residents must surrender their existing spot when a new spot is assigned.
3. Each shareholder on a waiting list who is given the opportunity to relocate will be given 10 days to respond from the date an email is sent or a telephone message is left. It is each shareholder's responsibility to keep management informed of a current email address or if none, a telephone number where a message can be left. If a shareholder is not reachable by email or telephone or does not respond within the permitted time, the shareholder shall be given one more opportunity to relocate at such time as another space opens. If after two opportunities the shareholder has not responded or elected not to relocate, the shareholder shall be placed at the bottom of the waiting list or removed from the list if the shareholder so elects. If a medical condition or vacation precludes the ability of a shareholder to timely respond to an opportunity to move, an extension of time may be granted provided appropriate documentation is supplied supporting the request for additional time.
4. Each vehicle shall be parked only in the space assigned unless temporary arrangements are made between shareholders for using another's spot, e.g., a shareholder who spends the winter away from the building may sublet or share his or her space with another shareholder. Management shall be informed of any temporary changes in spaces and a sublet fee, of \$25.00 per month, for such sublet will be assessed on the shareholder's monthly maintenance.
5. If a shareholder wishes to make his or her spot available for one night to a guest, only the doorman or superintendent must be so informed. One outdoor spot is reserved for use of guests, if available. It is free for the first two nights and \$10/night thereafter. Use of such spot must be approved in advance by the superintendent or other building agent.

6. The license plate, make and model of each shareholder's vehicle shall be provided to management and kept up to date at all times. All vehicles must have current inspection stickers. Any vehicle not authorized to park or not having a current inspection sticker may be towed at the owner's expense. No personal property shall be stored behind or next to any vehicle and any such property may be removed by management following notice. If written permission is granted by the Board, up to two traffic cones may be placed in a space to protect the vehicle from building protrusions, apparatus or angled walls.
7. The owner of a vehicle with New York State License Plates for Persons with Disabilities may request an upper level parking spot and River Terrace will accommodate such request if a space becomes available.
8. Motorcycles and eBikes are to be parked in a non-numbered area at a charge and location determined by the Board.
9. Shareholders with combined apartments or more than one apartment, will be treated the same as shareholders of a single apartment, and may not apply for more than one indoor garage space.

## **EXHIBIT B**

### **RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AND PARENTAL CONSENT AGREEMENT TO PARTICIPATE IN THE RIVER TERRACE APARTMENTS, INC. GARDEN BY THE POOL**

In consideration of being permitted to participate in any way in the River Terrace Apartments, Inc. Garden by the Pool (area between the upper pool deck and garage ramps), I, for myself and for my personal representatives, assigns, heirs and next of kin:

1. Acknowledge, agree and represent that I understand the nature of outdoor gardening and am in proper physical condition to participate in the River Terrace Apartments, Inc. Garden by the Pool.
2. Fully understand that participating in the River Terrace Apartments, Inc. Garden by the Pool involves risks that could possibly result in bodily injury to me; that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the River Terrace Apartments, Inc. Garden by the Pool or the actions or inactions of the owners/operators, agents, officers of River Terrace Apartments, Inc.; that this area is not maintained or supervised by River Terrace Apartments, Inc., or anyone acting on its behalf and that there may be other risks either not known to me or not readily foreseeable at this time.
3. Fully accept and assume all such risks and responsibility for losses, costs, bodily injury and damages that I may incur as a result of my participation, or the participation of the minor specified in the attachment to this Release, if applicable, in the River Terrace Apartments, Inc. Garden by the Pool.
4. Hereby **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** River Terrace Apartments, Inc., its administrators, agents, employees, directors, officers, agents, members, volunteers or any other persons affiliated with River Terrace Apartments, Inc.; any other participants at the River Terrace Apartments, Inc. Garden by the Pool, (herein collectively referred to as "Releasees"), **FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE ABOVE RELEASEES OR OTHERWISE, AND I FURTHER AGREE** that if, despite this **WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**, I or anyone on my behalf makes a claim against any of the Releasees, I **WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expense, attorneys' fee, loss, liability, damage or cost which may be incurred as a result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance shall nonetheless continue in full force and effect.

Printed name of Participant: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

email: \_\_\_\_\_

#### MINOR RELEASE

I, the Minor's Parent and/or Legal Guardian, understand the nature of participating in outdoor gardening and the Minor's experience and capabilities, and believe the Minor to be in proper physical condition to participate in the River Terrace Apartments, Inc. Garden by the Pool. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the Releasees from all liability claims, demands, losses, or damages on the Minor's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and further agree that if, despite this Release, I, the Minor, or anyone on the Minor's behalf makes a claim against any of the Releasees named above, I will indemnify, save and hold harmless each of the Releasees from any litigation expense, attorneys' fee, loss, liability, damage or cost which may be incurred as the result of such claim.

Printed Name of Minor: \_\_\_\_\_

DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name of Minor: \_\_\_\_\_

DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Emergency Contact:

Phone: \_\_\_\_\_

**EXHIBIT C**

**RIVER TERRACE APARTMENTS  
POOL RULES &  
REGULATIONS**

1. All members must show membership cards to the Lifeguard when entering the pool area.
2. Children under 12 years of age will NOT be admitted unless accompanied by an adult or at the discretion of the Lifeguard.
3. Eating of meals and drinking beverages are restricted to the upper deck area. Those using that area are responsible for the proper disposal and cleanup of all food and trash items.
4. Carriages/strollers will be permitted in designated areas. Playpens, portable kiddie pools, tricycles or conveyances of any type are NOT permitted.
5. Dogs or other animals are NOT permitted in the pool area.
6. Use of the pool or any other facilities of the pool area before opening or after closing hours is expressly prohibited unless the Board has granted written permission. At all times a lifeguard must be on duty.
7. River Terrace Apartments reserves the right to suspend or expel any members or guests for conduct that in its opinion is detrimental to its best interest.
8. The Lifeguard has full authority to expel any individuals who violate pool regulations or any person whose conduct is objectionable. All persons must comply with all directions of the Lifeguard or other supervisory personnel while in the pool area.
9. Any personal injury sustained on the premises must be immediately reported to the Lifeguard(s) on duty and to the Superintendent by calling 718-432-0025 (Superintendent's office) or 718-432-0047 (front desk).
10. Swimming is at the individual's own risk and responsibility. River Terrace Apartments is not responsible for personal injury, loss, damage, or destruction of property resulting from use of the pool or other facilities.
11. Diving is NOT permitted. Jumping into the 3-foot end of the pool is also NOT permitted.

12. The use of flotation devices (except for water wings and Styrofoam bubbles) is prohibited during weekends and holidays. At the discretion of the Lifeguard, they will be permitted during the week. Children wearing flotation devices of any kind must play within the 3-foot area and be accompanied by an adult.
13. Parents and babysitters are responsible for their children. Lifeguards are not babysitters. All children who cannot swim must wear a water safety device while in the adult pool and they must remain in the 3-foot area. They must have a babysitter or parent in the pool or at the edge of the pool at all times. A Lifeguard will be assigned to the wading pool when in use.
14. Babysitters are NOT shareholders and do not enjoy the rights and privileges of shareholders, including the right to invite guests and family to the pool. Babysitters are guests and the applicable fee must be paid at entry.
15. Lifeguards may give swimming instruction only when they are off duty.
16. Children who wear diapers will NOT be allowed in the pools without pool diapers.
17. Only Lifeguards may move umbrellas.
18. Chair cushions may not be used to play games. They may not be placed on the ground.
19. Sun lounges and chairs may not be reserved. If you are going to leave the pool area for more than 30 minutes we request that you take your personal possessions with you so that another person can use the chair or lounge you had been using. The lifeguard is authorized to move personal items left unattended longer than 30 minutes.
20. No running, ball playing or rowdiness is permitted in the pool area.
21. The stairway down to the pool is to be kept clear of all toys. Playing on the stairway is prohibited.
22. Smoking is prohibited in all areas of the pool and pool deck.
23. LAPS: Five lap sessions of 30 minutes' duration will be held daily as follows: 11 AM, 2 PM, 4 PM, 7 PM and 8 PM. After 7 PM, at the lifeguard's discretion, lap swimming may be permitted for additional time if it will not interfere with others using the pool.

24. GUESTS: Guests using any of the pool facilities, both lower and upper decks, must be accompanied and signed in by a pool member and the appropriate daily admission fee per guest must be paid regardless of whether the pool member or guest enters the pool. The guest fee is payable by check upon arrival, however, it is preferred that guest passes be purchased in advance. Cash will not be accepted. Please see annual pool packet for weekday guest and weekend guest fee.
25. Guest privileges may be limited or suspended at any time. Up to 4 adults and their children will be admitted as guests of pool members on weekdays. On weekends and holidays, no more than a total of 4 guests (adults and/or children) will be admitted as guests of pool members. The Board must approve any variation to this policy.
26. Any music or video playing device must be used with headphones.
27. CHILDREN'S PARTIES: The pool facilities may be used for private children's parties for a usage fee of \$150.00 for up to 10 guests, Monday through Friday only before 11 AM. The party must be finished and cleaned up before the pool opens at 11 AM. If the number of guests exceeds ten, there will be an additional charge of \$10 per guest, no exceptions. Parties must be arranged and paid for 5 days in advance through the Superintendent. The host must hire an off-duty lifeguard. The host is responsible for cleaning up the premises.
28. GRILLING: Grilling will be permitted at the pool on the upper deck area between 5:00PM and 8:00 PM on all even-numbered days (weekdays & weekends), and from 2:00PM to 8:00PM on Memorial Day, July 4th and Labor Day. Two charcoal-burning barbecues and side tables are provided and must be shared. AN ELECTRIC STARTER IS THE ONLY ACCEPTABLE METHOD FOR LIGHTING COALS. CHARCOAL FLUID IS \*NOT\* PERMITTED. Please allow coals sufficient time to reach proper temperature (at least 30 minutes) prior to cooking to reduce smoke.
29. CARRY-IN, CARRY-OUT TRASH POLICY: To prevent rodent and pest issues, there is a carry-in/carry-out policy so refuse, food scraps and other trash are not left overnight on the upper deck area. Members and their guests are responsible for removing their own trash when they leave the upper deck. The staff will provide heavy-duty garbage bags for your convenience.
30. The Rules and Regulations of the River Terrace Pool may be amended and/or changed at any time by the Board of Directors of River Terrace Apartments. Any infraction of these rules as now or hereafter in effect may subject the violator to loss of privileges of pool membership.



DOG APPLICATION

River Terrace Apartments 2621  
Palisade Avenue Bronx, New  
York 10463

Shareholder Name \_\_\_\_\_ Apt \_\_\_\_\_

Please complete and sign the following Dog Application and return to the Super. Failure to do so in a timely manner may result in initiation of legal proceedings.

DESCRIPTION OF DOG(S)

1. Breed \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_

2. Breed \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_

1. Height \_\_\_\_\_ in. Weight \_\_\_\_\_ lbs. Color \_\_\_\_\_

2. Height \_\_\_\_\_ in. Weight \_\_\_\_\_ lbs. Color \_\_\_\_\_

LICENSE

1. License Number \_\_\_\_\_ Date issued \_\_\_\_\_

2. License Number \_\_\_\_\_ Date issued \_\_\_\_\_

LAST VACCINATION DATE

1. Rabies \_\_\_\_\_ Distemper \_\_\_\_\_

2. Rabies \_\_\_\_\_ Distemper \_\_\_\_\_

Shareholder Signature \_\_\_\_\_ Date \_\_\_\_\_

## **EXHIBIT D**

### **RIVER TERRACE APARTMENTS PET POLICY**

1. Shareholders are limited to two pets (i.e. two dogs, two cats or one dog and one cat) per apartment. Applicants must bring their pet(s) to the Board interview. At the board's discretion, the pet(s) may have to see a certified pet behavior professional to be evaluated at the applicant's expense. The applicant will be responsible for following the certified professional's recommendations until the pet's behavior has improved.
2. Most breeds are welcome, however, all dogs must have a non-aggressive temperament that is conducive to living in a co-op in close quarters with adults, children and other dogs. Under federal law, certified service dogs are exempt from the above.
3. Per NYC Department of Health, all dogs must be licensed and vaccinations, including rabies, must be kept up-to-date. Dogs must always wear tags while on River Terrace property (including all common areas).
4. For the safety of all shareholders, dogs must be kept on a short leash when in common areas of the building and back from the elevator doorways while waiting to enter or exit the elevator cab. If the elevator cab is crowded, the owner and dog must wait for the next elevator.
5. No dogs are allowed in the laundry room, fitness center, storage room or pool area.
6. Dog must be walked in and out of the building via the service entrance. Dogs should be restrained from urinating or defecating anywhere on the property. Dogs are not allowed on the lawns.
7. For your safety and the safety of your pet, you may enter or exit through the lobby during inclement weather such as thunderstorms, heavy snow or high winds in excess of 20 mph.
8. While walking their dog, owners must carry doggy waste bags and clean up immediately. Bags must be deposited in the appropriate garbage receptacles.
9. For the convenience of dog owners, the co-op provides a doggy waste bag and a waste receptacle outside the service entrance.
10. There is also a clean-up kit for accidents located on a shelf in the lending library and at the doorman's station.

11. To avoid any risk of nuisance or disturbance to neighbors or other dogs, dog owners are responsible for properly training their dog and to discipline and restrain their dog when it misbehaves.
12. Excessive barking will not be allowed (including while entering and exiting the property). If management receives multiple complaints regarding non-stop barking, the resident may be required to see by a certified pet behavior professional at the owner's expense. The owner is responsible for following the certified professional's recommendations until the pet's excessive barking has stopped.
13. Dog owners should always be mindful and respectful of neighbors who may not like dogs.
14. It is essential that existing and potential pet owners offer reassurance that their pet will be given adequate exercise and not left alone for excessive periods of time.
15. The cooperative maintains the right to require a dog be muzzled when in public areas of the property if, in the sole discretion of the Board of Directors, the dog is deemed to be threatening in any way.
16. If a problem between two shareholders arises concerning one of their dogs, they are first expected to discuss the problem between themselves. If a resolution cannot be arrived at, the Managing Agent should be notified, in writing, of the issue between the shareholders. The Managing Agent will then endeavor to mediate. If the issue remains unresolved, the Managing Agent will recommend a course of action to the Board, who will then discuss and agree on a corrective course of action.
17. All visiting dog owners, dog walkers and respective shareholders are responsible for observing all rules stated herein and for any damage caused.
18. Shareholders are responsible for the actions and are liable for any damages caused by their dog walkers, their dog and any visiting dogs and their owners.
19. Permission to keep a dog at River Terrace may be revoked if such a pet compromises residents' safety or when the owner(s) frequently and continually violates these rules.
20. Any legal fees and costs arising from a decision by the Board will be billed to the shareholder(s) concerned.

## **EXHIBIT E**

### **ARREARS POLICY**

Infrequently, shareholders have found themselves in arrears in their monthly payments. In the event of temporary extenuating circumstances or hardship, shareholders are invited to notify the managing agent or the Board of Directors who will, if the circumstances are bonafide, make an effort to accommodate the shareholder.

1. Shareholders who are in continued arrears who have not made such a temporary arrangement shall be subject to the following actions by the cooperative:
2. Arrears of 60 days: 30-day notice of loss of on-site parking privileges, defined as the loss of assigned parking space(s) and removal from parking waiting lists
3. Arrears of 90 days: 30-day notice of loss of on-site storage privileges, defined as loss of assigned storage unit and/or bicycle hook and removal from the storage waiting list
4. Arrears of 120 days: 30-day notice of legal action
5. At the end of the notice periods outlined above, shareholders who remain in arrears must vacate their parking space, storage unit and/or bicycle hook, and will be removed from applicable waiting lists. The cooperative reserves the right to tow cars and/or empty storage units and/or remove bicycles, at the shareholder's expense, should they not be vacated by the end of the notice date. Vacated parking spaces and storage units or bicycle hooks will be assigned to the next shareholder on the appropriate waiting list.
6. Shareholders who do not have current parking or storage privileges or who have lost such privileges are subject to a 90-day waiting period after full payment before they may apply or reapply for outdoor parking, storage unit and/or bicycle hook. If eligible to apply and there is no current availability, the name will be added to the end of the appropriate waiting list. The loss of indoor parking privileges automatically limits application for new parking privileges to the outside lot.

## **EXHIBIT F**

### **INFRACTION FEES EFFECTIVE AUGUST 2023**

The Board, having determined that fines are necessary to achieve compliance with the House Rules, hereby adopts the following fees and procedures for breach of the House Rules.

1. A first infraction of the House Rules, except for those set forth in paragraphs 2-4 below, shall result in a first warning letter plus the cost of remedying any damage. A second violation shall result in a fine of \$25.00; a third violation shall result in a fine of \$50.00, and a fourth or subsequent violation shall result in a fine of \$100.00. In addition to the monetary fine for a second or subsequent violation, the resident shall be responsible for all costs to remedy any damage.
2. An infraction of the following House Rules shall result in a fine of \$50.00 for a first offense and \$100.00 for each additional offense: Section I, Paragraph N (smoking); Section II, Paragraph H (grilling). No warning letter shall be sent for a violation of these House Rules.
3. A violation of Section II, Paragraph F (washer/dryer) shall result in a fine of \$500.00 plus the costs of removing the appliance(s). No warning letter shall be sent for a violation of this House Rule.
4. A violation of Section IX (short term rentals) will result in a fine of \$300 for each day the violation exists for up to a one bedroom apartment and a \$500 fine per day for each day the violation exists for any apartment larger than one bedroom. No warning letter shall be sent for a violation of this House Rule.
5. Any violation that results in an assessment of a fine or penalty against the River Terrace Apartments (RTA) by the Fire Department or any other city department because of the negligence of the resident or non-compliance with the House Rules will be charged back to the resident, together with any legal fees or other costs incurred by or on behalf of RTA.