



# Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S 512  
Harrison, New York 10528  
(914) 725-3600 F: (914) 725-6453

98-20 Metropolitan Ave., Suite 1  
Forest Hills, New York 11375  
(718) 544-0800

## RIVER TERRACE APARTMENTS CORP.

(rev. 2/2021)

### APPLICATION FOR PURCHASE

Return to: Garthchester Realty  
440 Mamaroneck Ave., S-512  
Harrison, NY 10528

### INSTRUCTIONS

1. Please complete all sections of the application. If a section is not applicable to you, so state.
2. Purchaser must provide five (5) collated copy of the following documents prior to the Board considering the application. ***Please do not bind, staple or print double-sided.***
  - a. Fully completed application with all attached forms signed.
  - b. A signed copy of your last two (2) years Federal tax returns with all schedules attached. Also a copy of all W-2's submitted with the tax return, as well as last two pay stubs.
  - c. Copies of latest bank statements.
  - d. Two (2) personal letters of reference and two (2) professional letters of reference for each applicant.
  - e. Letter of reference from your past employer stating annual salary and length of employment.
  - f. Letter of reference from current landlord or managing agent.
  - g. Fully executed contract of sale, together with any riders thereto.
  - h. A copy of your bank mortgage commitment if financing is being obtained.

*The information and forms provided on this website are subject to change and may, therefore, not be the most current versions. Accordingly, users of this site are advised to check the date of the forms to make sure it is the most current. Garthchester Realty hereby disclaims responsibility for the reliance by any users of this site on the information contained herein without independent verification of its accuracy.*

3. The application, documents and a non-refundable application fee, payable to Garthchester Realty, in the sum of Four Hundred (\$400.00) Dollars **plus** One Hundred and Fifty (\$150.00) Dollars **per person** (for a background check) must accompany your application. These fees are non-refundable.
4. The Board reserves the right to request additional information prior to considering your application.
5. By submitting this application for the Board's consideration, you are representing that all statements contained therein are true to the best of your knowledge and are authorizing the Board to verify all statement, including the Board obtaining a current credit report.
6. Where there is more than one purchaser, the information requested is to be answered by all purchasers.
7. The purchaser(s) and all the persons to reside at the residence will be required to attend a personal interview with the members of the Admissions Committee of the Board of Directors prior to the committee's moving on the application. If you are planning to live in this residence with a dog, you must bring the dog to the interview.
8. **PLEASE NOTE:** This application is for the purchase of shares associated with the apartment listed on the following page. Your purchase does not include parking, which is subject to availability at the time of purchase for an additional monthly fee. If you need parking, you may request it at closing.

APARTMENT \_\_\_\_\_  
MAINTENANCE \_\_\_\_\_

SHARES \_\_\_\_\_

### PARTIES INVOLVED IN THE PURCHASE

1. APPLICANT(S):

_____	_____
(NAME)	(NAME)
_____	_____
(SOCIAL SECURITY NUMBER)	(SOCIAL SECURITY NUMBER)
_____	_____
(CURRENT ADDRESS)	(CURRENT ADDRESS)
_____	_____
(E-MAIL)	(E-MAIL)
_____ / _____	_____ / _____
(PHONE: HOME / CELL)	(PHONE: HOME / CELL)

VEHICLE(S):

_____	_____
(MAKE / MODEL / YEAR)	(MAKE / MODEL / YEAR)
_____	_____
(PLATE NUMBER)	(PLATE NUMBER)
_____	_____
(STATE)	(STATE)

ATTORNEY FOR  
APPLICANT(S):

_____	_____
(ATTORNEY RESPONSIBLE)	(NAME OF LAW FIRM)
_____	
(PHONE)	

2. SELLER(S):

_____	_____
(NAME)	(NAME)
_____	_____
(CURRENT ADDRESS)	(CURRENT ADDRESS)
_____	_____
(PHONE: BUSINESS)	(PHONE: BUSINESS)

ATTORNEY FOR  
SELLER(S):

_____	_____
(ATTORNEY RESPONSIBLE)	(NAME OF LAW FIRM)
_____	
(PHONE)	

## PERSONAL INFORMATION

1. Please list the name(s) and relationship(s) to applicant(s) of all individuals expected to occupy the unit.

NAME

RELATIONSHIP TO APPLICANT(S)

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**NOTE:** All adult individuals expected to occupy the apartment must be present at the interview with the representatives of the corporation's Board of Directors.

2. Please list hobbies, interests and other activities of persons who will be residing in the apartment:

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3. Do you own a dog?    Yes \_\_\_\_\_ Breed \_\_\_\_\_ Weight \_\_\_\_\_

No \_\_\_\_\_

**PLEASE NOTE:** If you own a dog, you must bring it to the interview.

See pp. 15-18 of the House Rules for more information on River Terrace's dog rules and the mandatory Dog Application.

## PURCHASE INFORMATION

Purchase Price \_\_\_\_\_

Payment on Contract \_\_\_\_\_

Balance Due at Closing \_\_\_\_\_

Will you be financing the purchase through a lending institution or is this a cash purchase?

Please check the relevant section (FINANCING or CASH PURCHASE) and fill out information:

### \_\_\_\_ **FINANCING (Maximum 75% financing permitted)**

1. Amount of Mortgage: \_\_\_\_\_

2. Lending Institution:

Name: \_\_\_\_\_

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

Representative: \_\_\_\_\_

Telephone: \_\_\_\_\_

3. Source and amount of funds to be used in the purchase of the apartment, other than the funds obtained from the lending institution above.

Bank account(s): \_\_\_\_\_

Equity Accounts: \_\_\_\_\_

Other: \_\_\_\_\_

### \_\_\_\_ **CASH PURCHASE**

Please list the source and amount of funds to be used in the purchase of the apartment:

Bank account(s): \_\_\_\_\_

Equity Accounts: \_\_\_\_\_

Other: \_\_\_\_\_

# PERSONAL FINANCIAL STATEMENT

## (Monthly Income Statement)

	Applicant 1	Applicant 2
Net monthly wages	<hr/>	<hr/>
Net monthly other income <sup>1</sup>	<hr/>	<hr/>
Total monthly income	<hr/>	<hr/>
 <b>MONTHLY EXPENSES</b>		
Credit cards / loans <sup>2</sup>	<hr/>	<hr/>
Auto loans / leases	<hr/>	<hr/>
Projected monthly maintenance <sup>3</sup>	<hr/>	<hr/>
Mortgage payments this purchase	<hr/>	<hr/>
Alimony	<hr/>	<hr/>
Child support	<hr/>	<hr/>
Liens/ judgments	<hr/>	<hr/>
Tuition	<hr/>	<hr/>
Travel expenses	<hr/>	<hr/>
Other monthly expenses	<hr/>	<hr/>
TOTAL	<hr/>	<hr/>

### NOTES

- <sup>1</sup> Please provide explanation on a separate page inserted after this page.
- <sup>2</sup> Include monthly credit charges/loans in a typical month
- <sup>3</sup> Include monthly maintenance charge paid by current shareholder, plus any other known charges currently paid: e.g., capital improvement assessments, fuel surcharge, parking (if you are likely to apply to rent a parking spot)

## PERSONAL FINANCIAL STATEMENT (Assets and Liabilities)

ASSETS	Applicant 1	Applicant 2
Cash deposit (this transaction)	_____	_____
Total bank accounts <sup>1</sup>	_____	_____
Total Securities <sup>2</sup>	_____	_____
Other Financial Assets <sup>3</sup>	_____	_____
Real Estate Owned <sup>4</sup>	_____	_____
TOTAL	_____	_____

LIABILITIES	Applicant 1	Applicant 2
Credit card outstanding balance(s) <sup>5</sup>	_____	_____
Auto loans balance(s) <sup>6</sup>	_____	_____
Mortgage / coop loan(s) <sup>7</sup>	_____	_____
Other	_____	_____
TOTAL	_____	_____

### NOTES

- 1-3 Please submit a separate page or pages itemizing the figures you used to arrive at the totals in each of these sections (i.e., bank accounts, securities accounts, other), and be sure to include evidence of each of these assets in the form of recent monthly or quarterly statements.
- 4 Please provide evidence of ownership and, if possible, of the value of any property listed above.
- 5-7 As with 1-3, include an itemized explanation of the figures you used to arrive at the totals in each of these sections and provide confirmation of these liabilities in the form of recent monthly or quarterly statements.

## EMPLOYMENT INFORMATION

### Applicant 1

\_\_\_\_\_  
(STATUS: EMPLOYED <sup>1</sup> - UNEMPLOYED <sup>2</sup> - RETIRED <sup>3</sup>)

\_\_\_\_\_  
(EMPLOYER)

\_\_\_\_\_  
(EMPLOYER'S ADDRESS)

\_\_\_\_\_  
(POSITION OR TITLE)

\_\_\_\_\_  
(YEARS EMPLOYED)

\_\_\_\_\_  
(ANNUAL GROSS WAGES)

\_\_\_\_\_  
(BONUS OR ADDITIONAL INCOME <sup>4</sup> )

\_\_\_\_\_  
(SUPERVISOR)

\_\_\_\_\_  
(E-MAIL OR PHONE FOR SUPERVISOR)

### Applicant 2

\_\_\_\_\_  
(STATUS: EMPLOYED <sup>1</sup> - UNEMPLOYED <sup>2</sup> - RETIRED <sup>3</sup>)

\_\_\_\_\_  
(EMPLOYER)

\_\_\_\_\_  
(EMPLOYER'S ADDRESS)

\_\_\_\_\_  
(POSITION OR TITLE)

\_\_\_\_\_  
(YEARS EMPLOYED)

\_\_\_\_\_  
(ANNUAL GROSS WAGES)

\_\_\_\_\_  
(BONUS OR ADDITIONAL INCOME <sup>4</sup> )

\_\_\_\_\_  
(SUPERVISOR)

\_\_\_\_\_  
(E-MAIL OR PHONE FOR SUPERVISOR)

### NOTES

- <sup>1</sup> If self-employed, please indicate this here, and fill out the section with reference to your self-employed status.
- <sup>2</sup> If currently unemployed, please fill out this section with reference to your previous employer.
- <sup>3</sup> If retired, note this and continue to next page.
- <sup>4</sup> Provide this information only if you desire the Corporation to consider this income in acting on your application.



**RIVER TERRACE APARTMENTS, INC .**

**2621 Palisades Avenue**

**Bronx, New York 10463**

I hereby acknowledge that I have read all terms of River Terrace Inc.'s Proprietary Lease and House Rules. I give my assurance that I and all members of my household, including employees, agents, contractors and guests, will comply with the terms of these documents.

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(APPLICANT 1 - SIGNATURE)

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(DATE)

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(APPLICANT 2 - SIGNATURE)

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(DATE)

**RIVER TERRACE APARTMENTS, INC .**

**2621 Palisades Avenue**

**Bronx, New York 10463**

I certify that statements made in this application have been examined by me and to the best of my knowledge and belief are true, correct and complete. I have no objection to inquiries to any person or institution being made for the purpose of verifying the facts herein stated. This includes but is not limited to a credit check, driver's record search and criminal record research. I understand that the filing of this application does not in any way bind the Cooperative Corporation to consent to the assignment of this apartment to me.

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(APPLICANT 1 SIGNATURE)

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(DATE)

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(APPLICANT 2 SIGNATURE)

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(DATE)

# COMPLETE ONE PER APPLICANT

## AUTHORIZATION FOR THE RELEASE OF CONSUMER CREDIT REPORT INFORMATION TO THE FOLLOWING COMPANY OR CORPORATION

I \_\_\_\_\_ hereby authorize Garthchester Realty and the agencies used by this company or corporation, the release of, and/or permission to obtain and review, full consumer credit report information from the credit reporting agencies and/or their *vendors*. Without exception this authorization shall supersede and retract any prior request or previous agreement to the contrary. Copies of this authorization, which show my signature, have been executed by me to be as *valid* as the original release signed by me.

Compliance by the Subscriber with all provisions of the Federal Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681ET SEQ., 604-615) and the Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes.

  X   BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

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

Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Phone #: \_\_\_\_\_

Current Address:

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**RIVER TERRACE APARTMENTS, INC.**

**2621 Palisades Avenue**

**Bronx, New York 10463**

**PROCEDURES REGARDING  
MOVE-INS, MOVE-OUTS and DELIVERY OF**

**FURNITURE, APPLIANCES and CONTRACTOR SUPPLIES**

Please be advised that move-ins, move-outs and delivery of furniture, appliances, and contractor supplies are permitted from 9:00 a.m. to 5:00 p.m., Monday through Friday.

THERE WILL BE NO MOVE-INS OR MOVE-OUTS ON SATURDAYS,  
SUNDAYS OR THE FOLLOWING HOLIDAYS:

New Years' Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Rosh Hashanah  
Yom Kippur  
Columbus Day  
Veteran's Day  
Thanksgiving Day and Friday after Thanksgiving  
Christmas

**All moves and large deliveries must be scheduled with the superintendent.** His telephone number is (718) 432-0025.

A move-in deposit of \$1,000 is required in the form of a check payable to River Terrace Apartments, Inc. The deposit will be fully refunded if no damage occurs.

I have read and understand the above moving and delivery procedures.

\_\_\_\_\_  
(APPLICANT 1 SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(APPLICANT 2 SIGNATURE)

\_\_\_\_\_  
(DATE)

This application is to be completed and submitted to the managing agent of River Terrace Apartments, Inc. (RT). In reviewing this application, RT may, but is under no obligation to, request additional information and/or arrange a personal interview with the Applicant(s). The information provided will be used to evaluate the Applicant(s) in connection with the proposed purchase of shares of RT associated with the apartment unit identified above and RT will rely upon information contained in this application. Therefore, you should ensure all information is true, accurate and complete. The applicant should not rely upon, and the seller has no right to make representations on behalf of RT, to legally obligate RT or waive any RT requirements. No statements, representations, commitments, contracts, terms, conditions, understandings or agreements negotiated or agreed between the applicant(s), as potential purchasers, and the RT seller shareholder ("seller") are legally binding or effective against RT or any RT director, officer, employee or agent. Approval of a purchase by the applicant(s), if granted, does not and shall not constitute any agreement consent or approval of any other matter (even if specified or referred to in the application), nor waive any term or condition any purchaser, owner, resident or shareholder is required to comply with, as set forth in the RT bylaws, proprietary lease, house rules or law, or otherwise applies to purchasers, residents and shareholders of RT.

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(APPLICANT 1 - INITIAL)

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(APPLICANT 2 - INITIAL)

**River Terrace Apartments Inc.**  
**Local Law 147**  
**Smoking Policy**

1. The term “smoking” and similar terms means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarettes, e-cigarette or other tobacco or non-tobacco smoking product in any manner or in any form
2. No shareholder, or any other person (including, but not limited to, invitees, guests, or contractors) occupying or visiting an Apartment shall smoke in any common area of the building, including, but not limited to: entrances, elevators, hallways, basement, stairwells, fire stairs, amenity spaces, roof decks, courtyards, and gardens, and within a radius of 30 feet outside the front, or any other, entrance of the building (all of the foregoing collectively “Prohibited Smoking Locations”). Each shareholder shall inform all persons that do or will occupy or enter an Apartment of this policy and shall be responsible for violations thereof. A fine of \$100.00 per occurrence will be imposed on the maintenance account of an Apartment the shareholder or any other occupants of, or visitor to, which, shall have been found to be in violation of this policy.
3. Shareholders, or any other person (including, but not limited to, invitees, guests or contractors) occupying or visiting an Apartment shall make every effort to ensure smoke or smoke odors will not permeate from the Apartment to any other apartment or common area of the building.
4. Each shareholder shall inform his/her household staff, co-occupants and guests of this policy.
5. A shareholder who violates this policy, or whose co-occupant, guest or other invites violates this policy, shall be deemed to have agreed to indemnify, defend and hold harmless the cooperative from, against and with regard to any loss or damage which the cooperative may incur, or any claim that may be asserted against the cooperative, as a result of such violation of this policy, including, without limitation, the amount of reasonable attorneys’ fees and disbursements incurred by the cooperative in connection therewith.
6. Any monetary obligations by a shareholder to the cooperative under this policy shall be deemed additional maintenance under the shareholder’s proprietary lease with the cooperative for his/her apartment.



# Garthchester Realty

## How to Make Monthly Maintenance Payments:

### (1) ACH, E-Check or Credit Card via our website:

Payments via the website - [www.garthchesterrealty.com](http://www.garthchesterrealty.com) - will require you to register and setup an online user profile. You will need to input your **Resident Account Number**. *The statement sample below indicates how to locate your Resident Account Number.* (an administrative fee will be charged for credit card payments)

### (2) Bill Pay Account via Your Bank:

Please note the bill payment service provided by your bank produces a manual check that is sent directly to NCB's lockbox at the address below. *Please initiate the payment 3-5 days prior to the due date to ensure the payment will be processed in a timely manner. Please indicate your Resident Account Number on the memo line (Ex. 52/XX).*

### (3) Mail a Check payable to:

**Name of Property**  
Garthchester Realty  
PO Box 5089  
White Plains, NY 10602-5089

## SAMPLE STATEMENT & ACCOUNT etc.

BOB SMITH  
123 MAIN STREET #1D  
SCARSDALE, NY 10583



DATE	07/01/15
ACCOUNT NO.	52/XX
AMOUNT DUE	\$654.87

Please Remit Payment To:

GARTHCHESTER REALTY  
P.O. BOX 5089  
WHITE PLAINS, NY 10602-5089

Make Check Payable To:

NAME OF PROPERTY

07130313104000000 0 090116 0065487 000 0

*Please note with cut backs at the United States Postal Service (USPS) any payments sent after business hours on Friday or anytime during the weekend or holidays will not be picked up until the following business day. In addition any documents in transit may not be delivered during that same period. Payments by paper check or bill pay service may experience delayed arrival. Normal business days for USPS delivery are Monday through Friday except for Holidays. Banking and financial services provided by National Cooperative Bank, N.A. Member FDIC.*



# Receiving your monthly invoices **just got easier**



## Register for eBills

### **Simplify your life... Go paperless**

Receive your invoice online:

- View current invoices
- Review past invoices anytime
- Update your email

**Register just once at: [www.garthchesterrealty.com](http://www.garthchesterrealty.com)**

1. Click on the '**Go Paperless and then Register**' button.
2. Complete the registration form (you will need the WebReg# from your invoice).
3. Click the 'Create your account' button.
4. You will receive an email shortly thereafter requiring you to click on the 'Complete your activation' button to finish the process.

It couldn't be easier! Simply visit [www.garthchesterrealty.com](http://www.garthchesterrealty.com) to register

**\* Registrations after the 18th of the month may take effect the following month**



## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



# Protect Your Family From Lead in Your Home



**EPA** United States Environmental Protection Agency

**United States Consumer Product Safety Commission**

**United States Department of Housing and Urban Development**

June 2017

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

1

## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

2



## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.



## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadSAFE](http://epa.gov/getleadSAFE), or read *The Lead-Safe Certified Guide to Renovate Right*.

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## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.\*
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

\* In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
June 2017

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## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)  
Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)  
Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)  
Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)  
Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)  
Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)  
Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)  
Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)  
Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)  
Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)  
Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

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## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



**Building Standards  
and Codes**

**Fire Prevention  
and Control**

## **New NYS Law Requires Smoke Alarm Upgrades by April 1, 2019**

Effective April 1, 2019, a new NY State law requires all **NEW** or **REPLACEMENT** smoke alarms in New York State to be powered by a 10-year, sealed, non-removable battery, or hardwired to the home.



**This does not affect your currently installed smoke alarms**

***You don't need to replace alarms that are currently in your home or apartment - but any that you replace need to be 10-year battery powered or hardwired.***

Important to note, smoke alarms have an estimated life of around 10 years before they become unreliable.

### **Breakdown of the new smoke alarm requirements**

According to NYS Law 399-ccc: "It shall be unlawful for any person or entity to distribute, sell, offer for sale, or import any battery operated smoke detecting alarm device powered by a replaceable or removable battery not capable of powering such device for a minimum of ten years."

Homeowners and landlords must upgrade their smoke alarms before selling or renting homes and apartments in New York State.

While these 10-year smoke alarms have a larger upfront cost than traditional alarms powered by replaceable batteries (approximately \$20 per unit) the lack

of yearly battery changes makes them cheaper over the life of the device.

As with ALL smoke alarms,manufacturesrecommends that the 10-year sealed smoke alarms still be tested at least twice each year using the button on the front of the unit to ensure they are working properly.

## **Some Frequently Asked Questions:**

***Do I need to replace the alarms I have installed already?***

*You are NOT required to immediately replace your current smoke detectors, but any that are replaced or added after April 1st are required to be 10-year battery powered or hardwired. After this date, traditional removable battery smoke alarms will be unavailable for purchase in NY State.*

***Are they more expensive than non-sealed alarms?***

Up front? Yes. In the long term? No. Most 10-year sealed smoke alarms range in price from roughly \$20-\$30, making their initial investment higher than a non-sealed alarm, but non-sealed alarms require annual battery changes. The cost of these replacement batteries average \$38 over their 10-year life span, meaning they ultimately cost more than the sealed version.

***Do they really last 10 years?***

Yes, they do, the sealed lithium battery (included) will never have to be replaced throughout the life of the alarm, giving you a decade of peace of mind even in the event of a power outage

***Will I activate the alarm when I'm cooking something?***

No. There are 10-year sealed alarms specifically designed for the kitchen with



advanced sensors that can tell the difference between cooking smoke and real fire.

***Why did the law change to require these upgrades?***

The dangerous habit of disabling or removing smoke detectors after an accidental alarm while cooking is a major part of why this new legislation went into effect, so alarm manufacturers considered this issue in the design of 10-year sealed alarms. You are very likely to experience less nuisance alarms than you did with your traditional battery alarm.

***Are 10-year sealed smoke alarms better than hard-wired smoke alarms?***

There are advantages to both systems. Hard-wired smoke alarms tie into your home's wiring and require professional installation, but generally do not require battery changes unless they feature a backup battery. 10-year sealed battery-only alarms are simple to install, and they work during a power failure. All smoke alarms have a life span of 10 years, sealed or non-sealed, and should be tested on a regular basis. When the battery wears out in a 10-year sealed alarm, the entire unit must be replaced, which helps prevent outdated units from staying in operation.

***What about landlords and their rental properties?***

10-year sealed alarms offer security and convenience to landlords, who are legally required by New York State to provide smoke detectors in their rental properties. The tamper-proof design of these alarms prevents tenants from removing the batteries due to nuisance alarms, or to use the batteries for another purpose. The 10-year lifespan of these lithium batteries means fewer changes and fewer equipment updates. Overall, there is a lesser chance of equipment failure in the event of a fire



## River Terrace

*2621 Palisade Avenue in Riverdale*

# River Terrace Apartments **House Rules**

Version: March 2016 C

## RIVER TERRACE HOUSE RULES MARCH 2016

The following House Rules have been developed to create and maintain an environment of cooperation and safety so that we can mutually 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 Board of Directors or Management should be contacted so that amicable arrangements can be made.

### I. PUBLIC AREAS ON THE INSIDE AND OUTSIDE OF THE BUILDING

A. The public areas of the building are the halls, stairways, elevators, lobby, laundry, storage room, vending area, lawn, pool, sidewalks, and garages. The building entrances shall not be obstructed nor used for any purpose other than entering or leaving the building and loading and unloading. The lobby shall not be used as a play area.

B. No article shall be placed in the public halls or on the staircase landings, nor shaken from windows or terraces, nor placed upon or affixed to the outside windows, sills or terrace ledges. Doormats, shoes, boots and umbrellas shall not be placed in the hallways.

C. Wheeled items such as tricycles, bicycles, rollerblades, non-motorized scooters,, strollers, baby carriages, or wagons shall not be left or ridden in the public halls or areas of the building and shall be walked in or out of the building. Bicycles shall only be taken in or out of the studio (lower level) entrance. No motorized means of transportation is allowed inside the building except for wheelchairs.

D. Residents, their children, and guests shall not play or be disruptive in the public areas of the building. No one shall be permitted on the roof or in the boiler room.

E. No public hall of the building shall be decorated or furnished by any resident in any manner without prior consent of the Board of Directors.

F. Holiday decorations are permitted to be hung on resident hallway doors, inside terraces, and interior apartment windows but shall be removed within two weeks after the holiday. Hallway door decorations not timely removed will be disposed of by building personnel following notice. 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 and include grapevine, boxwood and berries. All door decorations of any nature shall be sanitary, fire code compliant and pest-free or may be disposed by building personnel following notice to the resident.

G. 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 shall be determined and assessed by management.

H. No sign, notice, advertisement or illumination (except Christmas or Hanukah decorations) shall be displayed on or at any window or other part of the building unless it has been approved in writing by the Board of Directors or Managing Agent.

I. No antenna or satellite dish shall 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.

J. 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 shall be informed of the operator's whereabouts.

K. Smoking is not permitted in the elevators, hallways, stairwells, garage, laundry room, lobby or any public area, inside or outside the building, in compliance with the law. No cigarette or cigar butts shall be thrown from any terrace. While residents are currently permitted by law to smoke in their apartments, they must take 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.

L. Pets must be leashed or carried when they are in public areas of the building. Pets are not allowed in the Laundry Room. Owners/pet walkers must use the studio (lower) level when exiting or entering the building with pets except in extraordinary circumstances, e.g., construction blocking the studio entrance or if the animal is in a pet carrier or is under 20 lbs. and carried in the arms of the owner/pet walker, or is a certified guide dog. It is the responsibility of the owner to clean up after his/her pet in any public area (both inside and outside of the building).

## II. WITHIN APARTMENTS AND ON TERRACES

A. Toilets and drains shall not be used for any purposes other than those for which they were constructed. Diapers, sanitary napkins, tampons, sweepings, rubbish, rags or any other article, shall 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

shall 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, in each case, 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 excepting only 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 shall be conducted, nor shall 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 may 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 their 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. Residents shall not keep nor allow to be brought into any apartment or the garage any combustible or explosive fluid or material.

H. Grilling or cooking on terraces is strictly prohibited.

I. The Apartment Corporation engages an exterminator to serve the public areas of the building. In addition, exterminating services from this company may be requested by residents, at the cooperative's expense, through the doorman. Residents are responsible for initiating requests for these services in advance of the exterminator's regularly scheduled visit to the building and to be home on the day of the appointment to allow access to the apartment by the exterminator. Residents must maintain their apartments in a sanitary condition and if it is determined they are contributing to conditions that allow the spread of vermin to other households or common areas, they may be responsible for the costs incurred by the co-op to treat the conditions, including their own apartment.

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/ac units. In the event of damage for which the Apartment Corporation is responsible, the repair to walls, ceiling or floor shall only shall consist of restoring the surface to be paint ready or for other surface refinishing and shall 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.

### 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 machines 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 the 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 should refrain from speeding and blowing horns unnecessarily when entering, crossing, or leaving the garage.

E. Carts in the Vending Machine Room are for the use of all residents, and should be returned immediately after use for the convenience of others.

### IV. SECURITY

A. All guests, messengers, and tradespeople must be announced or made known by the doorman on the intercom 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.

## 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 for immediate attention.
- E. If it is noted that 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 should 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 should be placed in the plastic rectangular container in the trash room on each floor.

## VI. GARAGE AND PARKING

- A. Motor vehicles shall be parked solely in the garage or parking spaces licensed from Management.
- B. No personal property shall 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

## VII. STORAGE ROOM

The lower level storage room shall be used only for storage of non-perishable, non-inflammable property inside the storage bins or for bicycles on the hooks provided. Fees for storage are added to the monthly maintenance bill. Nothing shall 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.

#### VIII. DELIVERIES/MOVING

Small to medium sized packages being delivered by United Parcel, Federal Express, U.S. Mail, other courier service, laundry/ dry cleaning, pharmacy, florist, food, and supermarket orders should be delivered at the front entrance of the building. Deliveries may be brought up to the residents' apartment only if the doorman has confirmed the occupant is home, otherwise the packages will be left with the doorman for temporary storage in the package room. The Cooperative is not responsible for any items left in the Package Room.

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

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 fee of one month's maintenance will be charged to the shareholder and shall be paid at the time of approval. 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 for children). A copy of the waiver is attached as Exhibit B.

#### XI. POOL RULES

The pool rules are attached as Exhibit C



## XII. DOG POLICY

Rules concerning dog ownership and care are 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 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 Apartment Corporation 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 shall at the request of management annually provide a copy of the declaration page and paid receipt.

## 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 POLICIES

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.

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. There is also a lateral parking list in which shareholders desiring to move to a different space on their same level can list their name. Lateral movers will be given first option to an open space on the same level. If there are no requests for a lateral move, a newly available space will be offered to the next name on the waiting list for that level. Residents must surrender their existing spot when a new spot is assigned.

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.

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 one-time charge for such sublet will be assessed on the shareholder's monthly maintenance. 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.

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.

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.

Motorcycles shall be parked in a non-numbered area at a charge and location determined by the Board.

Residents of single or combined apartments may not license two indoor garage spaces.

#### **ADDITIONAL PARKING RULES: EFFECTIVE JANUARY 9, 2017**

**Limitations on Vehicle Size:** Due to the size of the parking spots and limited distances between vehicles backing out of spots, no further trucks or vehicles longer than 200 inches, wider than 78 inches or taller than 75 inches will be permitted. Any vehicles exceeding these limitations that are now in the outside lot or indoor garage may continue to license space; however, they may not be replaced with a vehicle exceeding these limitations. No trucks or vehicles currently exceeding these dimensions may license a parking space on the upper level.

**Temporary Parking:** Up to two cars may park along the ramp to the garage. One car may park along the left side of the circular drive at the exit to Palisade Ave. **No trucks or large SUVs may park in either area.** Cars may park for up to 15 minutes, with emergency lights flashing. The driver must check in with the doorman and provide contact information, including apartment being visited and a telephone number. Other than as permitted here, the circular drive shall be used only for drop-offs and pick-ups.

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.

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.

Motorcycles shall be parked in a non-numbered area at a charge and location determined by the Board.

Residents of single or combined apartments may not license two indoor garage spaces.

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: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

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: \_\_\_\_\_

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

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

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Exhibit C

**RIVER TERRACE APARTMENTS  
POOL RULES AND REGULATIONS  
2016**

- 1) All members **must** show I.D. 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 which, 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 shall 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 Monday-Sunday 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 other's using the pool.
- 24) **GUESTS:** Guests using any of the pool facilities are to be accompanied by a pool member and shall be charged the appropriate daily admission rate. Cash will not be accepted; checks are acceptable, however it is preferred that guest passes be purchased in advance. In addition, **pool members must sign in their guests with the lifeguard.**
- 25) Guest privileges may be limited or suspended at any time. Guests of members shall be limited to 2 adults and their children on weekends and holidays. During the week, up to 4 adults and their children will be admitted as guests of members. Only resident adults may bring guests to the pool.
- 26) Any music playing device shall 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) **BARBECUING:** Barbecuing will be permitted at the pool on the upper deck area **between 5 PM and 8 PM on weeknights (M-F) and on weekends, Memorial Day, July 4<sup>th</sup> and Labor Day from 2 PM until 8 PM.** Two charcoal-burning barbecues are provided and must be shared. No charcoal fluid is permitted.
- 29) 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.

Exhibit D

[DOG POLICY COVER LETTER]

March , 2016

To All River Terrace Residents:

We are proud that our co-op has always been dog friendly. We recognize and respect the close, loving and beneficial bonds that many residents have with their dogs. However, there are many people in our building who fear dogs, do not care for them, or simply do not wish to share their living spaces with them. To maintain harmony in River Terrace the Board of Directors has updated and is once again distributing the House Rules regarding dogs.

In the last several years, there have been an increasing number of dogs in the building, including apartments with more than one dog. In an attempt to make our community comfortable for ALL of its members, the Board has decided to limit the number of dogs to one per household for incoming residents and households that currently own one dog. We understand that some families have always owned two dogs. Therefore, those residents who currently own two dogs will be permitted to continue owning two for as long as the two dogs survive. If one shall expire, the one dog limit will thereafter apply.

In addition, certain breeds widely considered to be aggressive towards people or other dogs, will no longer be allowed to move into the building, including Pit Bulls, Rottweilers, Dobermans, German Shepherds, Bull Terriers, Presa Canarios, Chow Chows, and other breeds, at the discretion of the Board of Directors. Any dogs of these breeds that currently live in the building are permitted to stay; however, such dogs may not be replaced with the same breed after they no longer live in the building.

The Board reminds dog owners and walkers that they must bring their dogs in and out of the building via the Studio level except as otherwise authorized herein, and are not to walk through, or socialize with their dogs in the lobby or mailroom.

Sincerely,

The Board of Directors

[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

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 \_\_\_\_\_

## DOG REGULATIONS

1. Only one dog per household is permitted except for households that included two dogs as of January 31, 2013. Those owning two dogs as of that date may continue to do so until one dog expires and thereafter they may own only one dog.

2. Most breeds are welcome; however, no large dog widely considered to have an aggressive nature will be allowed on the premises, including: Pit Bulls, Rottweilers, Dobermans, German Shepherds, Bull Terriers, Presa Canarios, Chow Chows and any other breeds, at the discretion of the Board. Breeds of these types that currently live in the building are permitted to remain; however, such dogs may not be replaced after they no longer live in the building. Excessively large dogs will also not be allowed at the Discretion of the Board. Certified service dogs are exempted from the above.

3. Any shareholder who desires to keep a dog upon the premises shall submit a written application to the Board of Directors (Super as agent). A signed application must be kept up-to-date. Dogs should be walked off the property on city-owned streets. Owners must pick up after their dogs, as mandated by the New York City Municipal Code. Dogs must also be restrained from urinating or defecating anywhere on the property or on any roadway or parking areas on the property. No dogs are allowed on the lawn, nor may they be walked in the outside parking lot.

4. In order to avoid confrontation, dogs must be kept on a short leash or carried when in the public areas of the property. Shareholders are expected to enter and exit the building with their dogs using the service entrance only. Only a small dog (20 lbs. or under) in a closed carrier or carried in the arms of the owner/dog walker, or a certified guide dog may come through the lobby. The cooperative maintains the right to insist that 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. Failure to comply with a formal request by the Board/Managing Agent to muzzle a dog or repeated violation of any of the dog regulations may result in termination of the right to keep the dog on cooperative property.

5. For the safety of all shareholders, dogs must be kept back from the elevator doorways when waiting to enter or exit. If the elevator is crowded, owner and dog must wait for the next elevator.

6. Shareholders are responsible for any dogs belonging to guests, and such dogs must conform to these rules while on the premises. Shareholders are also responsible for the actions of their dog walkers and are liable for all damages caused by their dogs.

7. 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 (MA) should be notified, in writing, of the problem. The MA will then endeavor to mediate. If the problem still remains unresolved, the MA will recommend a course of action to the Board, who will then take a final, binding decision.

8. Any legal fees and costs arising from a decision by the Board will be borne by 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.

Shareholders who are in continued arrears who have not made such a temporary arrangement shall be subject to the following actions by the cooperative:

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

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

Arrears of 120 days: 30-day notice of legal action

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.

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 MARCH, 2016

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 K (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 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.