



Enclosed is the apartment purchase package for Riverview Club Condominium. The application package must be completed prior to sale of your apartment and should be submitted at least 3 weeks prior to closing. Please complete the required areas for the seller and have your prospective purchaser complete the enclosed forms and submit with the following:

- 1) Completed Application Pages (Enclosed)
- 2) Signed Credit Authorization Form (Complete for each applicant and occupants 18 years and older) (Enclosed)
- 3) Signed Criminal Background Check Authorization Form (Complete for each applicant and occupants 18 years and older) (Enclosed)
- 4) Signed House Rule Acknowledgment Form (Enclosed)
- 5) Signed Lead Paint Disclosure Form (Enclosed)
- 6) Signed Carbon Monoxide and Smoke Detector Disclosure Form (Enclosed)
- 7) Sprinkler Notification Form (Please initial bottom of page) (Enclosed)
- 8) A copy of the Executed Contract of Sale\*  
\* Units being purchased in a LLC, must reflect the LLC as purchaser in the contract and the enclosed guaranty of the LLC members is required to be signed and notarized. In the event the unit will be rented, the LLC will be required to use a rider to the Lease to include compliance with Section 339KK of the Condominium Act of the Real Property Law.
- 9) Copy of the Purchaser(s)' Drivers License or Government Issued ID
- 10) A \$350.00 non-refundable application fee, paid by the Purchaser  
(Check is payable to **The Ferrara Management Group, Inc.**)
- 11) A \$125.00 non-refundable Credit Check Fee, per Applicant paid by the Purchaser  
(Check is payable to **The Ferrara Management Group, Inc.**)
- 12) Capital Contribution Payment, paid by the Purchaser Equal to Two (2) months of Common Charges (for each unit and/or parking space(s)) (Check is payable to **Riverview Club Condominium**)

**Please note that, following the authorization of the Unit Owners, the Board of Managers obtained a condominium association loan in conjunction with the performance of capital repair projects, which requires the imposition of Assessments in accordance with the notification to all Unit Owners dated March 28, 2023.**

PLEASE BE ADVISED, NO SELLER WILL BE GRANTED A WAIVER OF THE RIGHT OF FIRST REFUSAL  
UNLESS ALL COMMON CHARGES ARE PAID IN FULL.

**IMPORTANT INFORMATION REGARDING YOUR  
SOCIAL SECURITY NUMBER**

**PROTECTING YOUR PRIVACY**

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In order to protect your privacy please remove/blackout your social security number from each financial institution document inserted into the application.

**The Credit Agency Authorization Form in the application is the only form that requires your social security number. ONLY send one (1) Credit Agency Authorization Form to our office with your original application - do not make or send additional copies of the Credit Agency Authorization Form. The Credit Agency Authorization Form containing your Social Security number will be shredded in our office as soon as we submit the information to the Credit agency and obtain your credit report.**

Please contact FMG at 914-888-2099 should you have any questions.

### **DOCUMENT CHECK LIST:**

- \_\_\_\_\_ Section 01      Application Pages
- \_\_\_\_\_ Section 02      Credit Authorization
- \_\_\_\_\_ Section 03      Criminal Back Ground Check Authorization
- \_\_\_\_\_ Section 04      House Rule Acknowledgement Form
- \_\_\_\_\_ Section 05      Lead Paint Disclosure Form
- \_\_\_\_\_ Section 06      Smoke Detector & Carbon Monoxide Certification
- \_\_\_\_\_ Section 07      Sprinkler Law Notice Initialed
- \_\_\_\_\_ Section 08      Copy of Fully Executed Contract of Sale
- \_\_\_\_\_ Section 09      Copy of Government Issued ID
- \_\_\_\_\_ Section 10      \$350.00 Application Fee
- \_\_\_\_\_ Section 11      \$125.00 Credit Check Fee (Per Applicant)
- \_\_\_\_\_ Section 12      Capital Contribution Equal to Two (2) Months  
Common Charges

**SECTION 1**  
**INSERT**  
**COMPLETED APPLICATION PAGES**  
**HERE**

## IMPORTANT NOTES

Due to the large volume of calls, and applications, received by this office, we kindly ask that refrain from calling for an update, during the 3 week processing period. When an update is ready, we will contact you or your point person of choice. Please advise all parties involved and provide them with our guidelines and your point persons contact information.

**In an effort of fairness, we must process applications on a first come first serve basis.**

**If you are concerned about the receipt of the package, please use a method of return receipt via USPS, Fed Ex, messenger service or hand delivery, etc.**

If there is a problem with the application submitted you will be notified accordingly.

**Please be advised that submission of an incomplete package may extend the three week processing period.**

After the application is processed and submitted to the Board you will be advised, via e-mail, on the next step of the process.

Please provide an e-mail address below and advise our office who will be the point person, (main contact). Please be advised that all parties will be not e-mailed, **only the main contact.**

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Main Contact Name: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Cell #: \_\_\_\_\_ Email Address: \_\_\_\_\_

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**Please fill in the following if applicable:**

Attorney's Name: \_\_\_\_\_ Broker's Name: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

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### **In Office Use Only**

Date Received: \_\_\_\_\_ Processing Completed On: \_\_\_\_\_

Delivered to Board on: \_\_\_\_\_ Interview Date: \_\_\_\_\_

Board Decision: \_\_\_\_\_ Decision Letters Sent on: \_\_\_\_\_

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**TRANSACTION INFORMATION**

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***Seller's Information:***

Seller(s) Name:

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Home #:

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Work #:

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Cell #:

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Seller's Present  
Address:

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City, State, Zip

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Seller's Attorney:  
(Name)

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Firm Name:

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Address:

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City, State, Zip

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Telephone #:

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Fax:

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***Prospective Purchaser's Information:***

Buyer's Attorney:  
(Name)

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Firm Name:

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Address:

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City, State, Zip

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Telephone #:

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Fax:

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RIVERVIEW CLUB CONDOMINIUM  
1155 Warburton Avenue  
Yonkers, NY 10701

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**SALES APPLICATION**

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Date:

Type of Unit:

Purchase Price:

Unit Address:

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To the Prospective Purchaser(s): Please complete the follow information

**PERSONAL INFORMATION**

Purchaser's Name:

Co-Purchaser's Name:

Martial Status:

**Names of all persons who will reside in the apartment:**

Name of other resident(s)	Relationship	Age

**Purchaser's Information:**

Present Address:

City, State, Zip

Home Phone:

Business Phone:

Cell Phone:

Date of Birth:

Social Security #:

Driver's License #:

E-Mail Address:

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**Co-Purchaser's Information:**

Present Address:

City, State, Zip

Home Phone:

Business Phone:

Cell Phone:

Date of Birth:

Social Security #:

Driver's License #:

E-Mail Address:

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**ADDITIONAL INFORMATION**

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*Complete only if you are purchasing a parking space*

NUMBER OF VEHICLES: \_\_\_\_\_

Make/Model: \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_ Plate: \_\_\_\_\_ State: \_\_\_\_\_

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Make/Model: \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_ Plate: \_\_\_\_\_ State: \_\_\_\_\_

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Make/Model: \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_ Plate: \_\_\_\_\_ State: \_\_\_\_\_

-----  
Do you own pets? (If yes, please complete the pet registration form) \_\_\_\_\_

**IN CASE OF PERSONAL EMERGENCY, NOTIFY:**

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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**PET REGISTRATION FORM**

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*Please print legibly*

**I. UNIT OWNER**

Name:

Unit #:

Home Phone #:

Work Telephone #:

Cellular Telephone #:

**II. PET INFORMATION**

*Pet Classification: (circle one)*

DOG

CAT

BIRD

Breed and Weight:

Color and Description:

\_\_\_\_\_  
**Purchaser's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Co-Purchaser's Signature**

\_\_\_\_\_  
**Date**

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**RIVERVIEW CLUB CONDOMINIUM  
UNIT RENOVATION PROCEDURES**

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1. Before performing any work in your apartment that requires altering the plumbing or electrical systems or performing structural (i.e., floors, walls, ceilings) changes, you must request permission from the Condominium Association through the Managing Agent. Your request must contain the following preliminary elements:
2. Detailed plans known as the scope of work, specifications and drawings of the work, including a detailed room-by-room list of all alterations to be undertaken and the materials and fixtures to be installed. We suggest that you have your contractor(s) prepare this information.
3. Complete and conformed copies of every agreement made with contractors, subcontractors and suppliers. Please note that any plumbing or electrical work must be performed by a licensed plumber or licensed electrician and a copy of their license(s) must be submitted with your request;
4. A Certificate of Liability Insurance in the amount of a million dollars from each contractor to be used in the renovation of your apartment. The insurance certificates must name Riverview Club Condominium and Live Right Realty Management, Corp., as additionally insured parties.
5. Depending on the scope of the proposed work, you may be asked to provide a renovation security deposit or bond, which will be returned to you if you conform to all of the rules and regulations set forth in a renovation agreement which the Condominium will require you to sign

**ACKNOWLEDGEMENT**

I/We hereby acknowledge that we have read, understood and agree to abide by the **RIVERVIEW CLUB CONDOMINIUM UNIT RENOVATION PROCEDURES**. I/We understand that failure to abide by the Rules & Regulations may result in punitive action being taken against me/us by the Condominium, including, but not limited to, the imposition of fines.

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**Purchaser's Signature**

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**Date**

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**Co-Purchaser's Signature**

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**Date**

# Riverview Club

C O N D O M I N I U M

## MANDATORY VEHICLE REGISTRATION AND CENSUS

**This form must be completed by all residents.** The required information will assist us in contacting a vehicle owner, should said vehicle need to be temporarily moved due to repairs or construction. It will also aid us in maintaining better security and response during emergencies.

**\*\*\*PLEASE PRINT CLEARLY AND COMPLETE ALL SECTIONS\*\*\***

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### CENSUS

*Apartment #:* \_\_\_\_\_ *Home Phone #:* \_\_\_\_\_ *E-Mail:* \_\_\_\_\_

*Name 1:* \_\_\_\_\_ *Cell #:* \_\_\_\_\_ *Work #:* \_\_\_\_\_

*Name 2:* \_\_\_\_\_ *Cell #:* \_\_\_\_\_ *Work #:* \_\_\_\_\_

*Number of Adults (18+):* \_\_\_\_\_ *Number of Children (5 to 17):* \_\_\_\_\_ *Number of Children (under 5):* \_\_\_\_\_

*Emergency Contact:* \_\_\_\_\_ *Relationship:* \_\_\_\_\_

*Phone #:* \_\_\_\_\_

*The residence is occupied by (check one):* \_\_\_\_\_ *Owner* \_\_\_\_\_ *Tenant*

*If residence is tenant occupied, please complete the information below.*

*Tenant(s) Name:* \_\_\_\_\_ *Cell #:* \_\_\_\_\_ *Work#:* \_\_\_\_\_

*Lease Term: Start Date:* \_\_\_\_\_ *Expiration Date:* \_\_\_\_\_

*Does the Superintendent/ Maintenance Staff have a current key to access your unit for lockouts and emergencies?* \_\_\_\_\_ *Yes* \_\_\_\_\_ *No* \_\_\_\_\_ *Not Sure*

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### PETS

**Pet #1:** [ ] Dog [ ] Cat [ ] Bird [ ] Other \_\_\_\_\_

**Breed & Weight:** \_\_\_\_\_ **Color & Description:** \_\_\_\_\_

**Pet #2:** [ ] Dog [ ] Cat [ ] Bird [ ] Other \_\_\_\_\_

**Breed & Weight:** \_\_\_\_\_ **Color & Description:** \_\_\_\_\_

(OVER)

## EVACUATION ASSISTANCE

In the event of an emergency that requires evacuation of the building (when the elevators may not be in service), do you or any resident in your unit require assistance evacuating?  
 YES

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## RESIDENT NOTIFICATION SYSTEM

Sign up for Riverview Condominium's Resident Notification System (RNS), and receive important announcements and alerts about upcoming events, building conditions, and emergencies, via the following methods (CHECK ANY OR ALL):

E-Mail     Text Messages     Voicemail (to Home #)     Voicemail (to Cell #)

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## VEHICLE REGISTRATION

### Vehicle 1

### Vehicle 2

### Vehicle 3

Owner:	_____	_____	_____
Make:	_____	_____	_____
Model:	_____	_____	_____
Plate #:	_____	_____	_____
State:	_____	_____	_____
Color:	_____	_____	_____
Year:	_____	_____	_____
Parking Space #:	_____	_____	_____

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**THANK YOU  
FOR YOUR ASSISTANCE  
AND COOPERATION!**

**SECTION 2**  
**INSERT**  
**AUTHORIZATION FOR CREDIT AGENCY**  
**HERE**

**CREDIT AGENCY AUTHORIZATION**

**Authorization for PURCHASERS DATA VERIFICATION CO., INC.**  
**to obtain a credit report**

In order to comply with the provisions of 15 U. S. C. Section 1681(d) of the Federal Fair Credit Reporting Act, I (we) authorize you to retain The Ferrara Management Group Inc. which agency may obtain, prepare and furnish an investigative consumer report including information on my character and general reputation, personal characteristics and mode of living, whichever are applicable, as well as information regarding employment, credit and current financial position. If this is a lease application, I (we) further authorize The Ferrara Management Group Inc. as its discretion, to make a copy of such credit report available to the owner of the unit which I (we) propose to lease. In addition, within a reasonable period of time, upon written request to The Ferrara Management Group Inc., I (we) may obtain a complete and accurate disclosure of the nature and scope of the investigation requested.

Receipt is acknowledged to the summary of rights enclosed herewith.

Purchaser/Lessee (Print): \_\_\_\_\_

**Social Security #:** \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

\_\_\_\_\_

Purchaser/Lessee Signature: \_\_\_\_\_

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

.....  
Purchaser/Lessee (Print): \_\_\_\_\_

**Social Security #:** \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

\_\_\_\_\_

Purchaser/Lessee Signature: \_\_\_\_\_

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

**SECTION 3**

**INSERT**

**AUTHORIZATION FOR CRIMINAL  
BACKGROUND CHECK**

**(Authorization form is required on all  
residents 18 years and older. If additional  
space is required, please make additional  
copies of the form)**

**HERE**

**RELEASE OF INFORMATION AUTHORIZATION  
AUTHORIZATION TO OBTAIN A CRIMINAL REPORT**

I hereby authorize any individual, company or institution to release to The Ferrara Management Group Inc., and/or its representative any and all information that they have concerning any criminal activity.

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage whatsoever incurred in furnishing such information.

Print Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_ Sex: Male  Female   
City/State/Zip: \_\_\_\_\_  
Signature: \_\_\_\_\_

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Print Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_ Sex: Male  Female   
City/State/Zip: \_\_\_\_\_  
Signature: \_\_\_\_\_

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(FOR OFFICE USE ONLY)

**SECTION 4**  
**INSERT**  
**SIGNED ACKNOWLEDGEMENT OF HOUSE RULES**  
**HERE**

**RIVERVIEW CLUB CONDOMINIUM**

1155 WARBURTON AVENUE

YONKERS, NY 10701

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**ACKNOWLEDGMENT**

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I/we hereby acknowledge that I/we have read, understood and agree to abide by the House Rules and Regulations of Riverview Club Condominium. I/we understand that failure to abide by the House Rules and Regulations may result in punitive action being against me/us by the Condominium, including but not limited to, the imposition of fines.

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Purchaser's Name (Print)

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Purchaser's Signature

---

Date

---

Purchaser's Name (Print)

---

Purchaser's Signature

---

Date

---

Purchaser's Name (Print)

---

Purchaser's Signature

---

Date

## **RIVERVIEW CLUB CONDOMINIUM HOUSE RULES AND REGULATIONS**

Our community subscribes to the principles of civility, mutual respect, and cooperation, and they should always be our objective. All Residents should endeavor to abide by these principles as reflected in the House Rules and Regulations as follows:

### **General/Common Areas**

- 1) The Board and its Managing Agent are committed to maintaining a safe, civil, and welcoming environment for everyone. Residents shall at all times act in a civil manner toward other Residential Unit Owners, Residents, Building staff, the Board members and its committee members, and the Managing Agent. Harassment, bullying, and threatening or disruptive communications or behavior of any kind will not be tolerated.
- 2) The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.
- 3) Residents should not monopolize the attention of Building staff or distract them from their duties, unless specifically discussing a Building or Unit issue.
- 4) No article (including, but not limited to, garbage cans, bottles, mats, boxes, luggage or shopping carts) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung, affixed (including decals, flags, decorations, etc.) or shaken from any doors, windows or roofs or placed upon the windowsills of the Building. This includes, but is not limited to, shoes, boots, bicycles, carts, baby carriages, strollers, and/or floor/entrance mats. The Board may impose a fine of \$50.00 for the initial violation of the provisions of this paragraph if violation is not cured within 30 days of written notice of such violation, and for each subsequent violation without notice. Holiday decorations (excluding floor/entrance mats) are permitted between November 1st and January 15th only.
- 5) Neither occupants nor their guests shall play in the entrances, lobby, passages, public halls, elevators, vestibules, corridors, garages, parking areas, or stairways of the Building.
- 6) No public hall, public elevator, or vestibule shall be decorated or furnished by any Residential Unit Owner or Resident in any manner.
- 7) No bicycles, scooters or similar vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors, or other public areas.
- 8) No radio, television aerial, satellite or similar device shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Building except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Board or the Managing Agent, nor shall anything be projected from any door or window of the Building without similar approval. The Board may impose a fine of \$50.00 for each violation of the provisions of this paragraph if violation is not cured within 30 days of written notice of such violation.

- 9) No one other than authorized Building employees shall at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building. The Board may impose a fine of \$50.00 for each violation of the provisions of this paragraph.
- 10) No Resident of the Building shall send any employee of the Condominium or of the Managing Agent thereof out of the Building on any private business.
- 11) No Resident may place any material of any kind on or under the door of any other resident. No Resident may distribute any material to the entire Building without the prior written approval of the Board. All material must contain the name(s) of the persons sending the material. No Resident may engage in door-to-door solicitation of any kind without prior express Board approval.

#### **Notices/Advertisements**

- 12) The bulletin boards in the mail room and by garage level elevators shall be used by the Board, its committees and management for transmitting information to the Residents of the Building and their notices shall take priority over any other notice within the discretion of the Board. Such bulletin board may not be used for commercial purposes. The laundry room bulletin board is for general postings by all Residents.
- 13) No notices of any kind shall be posted in the hallways, elevators, lobby, gym, or garage levels of the Building, other than by the Board or the Managing Agent.

#### **Guests, Visitors and Deliveries**

- 14) All guests and visitors must be announced and acknowledged before admittance by the concierge. Alternatively, Residential Unit Owners can admit guests and visitors directly through use of intercom. Guests and visitors using front parking area must sign in with the concierge, provide vehicle information, and leave contact information. Such parking is limited to a maximum of three (3) hours.
- 15) All vehicles using front drop-off area must pull all the way to the right so as not to impede passage of vehicles on the left. No vehicle may be left unattended in this area at any time.
- 16) Couriers and trades people visiting in the Building shall use the elevator designated by the Board or the Managing Agent for that purpose (currently Cab 3), for ingress and egress, and shall not use any of the other elevators for any purpose.
- 17) Any construction material, tools, furniture, trunks and heavy baggage shall be taken in or out of the Building by the elevators designated by the Board or the Managing Agent for that purpose (currently Cab 3), and through the P2 entrance only. Arrangements must be scheduled in advance with the Managing Agent and be within the permitted days and times.
- 18) The moving of furniture and personal effects in or out of the Building that requires the use of the elevators must be scheduled in advance with the Managing Agent, and may require a security deposit being made.
- 19) A valet cart is available for temporary use and must be signed out with the concierge. Valet carts may be used for a maximum of one (1) hour and shall be returned immediately after use. Any valet cart not promptly returned shall result in a fine of \$50.00.

- 20) Acceptance of packages by the concierge is provided as a courtesy. Residents are notified of a package delivery by notice from the concierge on the mail room screen and Resident Notification System (“RNS”) notification. Residents should promptly retrieve all deliveries from the concierge upon receipt of notice of a delivery. The concierge and staff will not accept deliveries which require access to a Residential Unit. All packages must be signed for and must be retrieved within thirty (30) days. Items left for more than thirty (30) days will receive a notice from the Managing Agent, after which any items not retrieved will be returned to the sender and/or disposed of by the Board or Managing Agent. Residents must dispose of all packaging with their personal trash or recyclables. All boxes must be cut, tied up and left on the P1 garage level in the designated recycling area, next to the garage entrance.

### **Residential Units**

- 21) Each Residential Unit Owner shall keep his or her Unit and Balcony or Patio in a good state of preservation, condition, repair, and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation, condition, repair, and cleanliness for any Residential Unit Owner’s Balcony or Patio shall be within the sole but reasonable discretion of the Board. Residents shall promptly report the existence of vermin or insects within the Unit and shall permit access to the Condominium’s exterminator for treatment. If flowers are being watered, care should be taken not to let water fall on the Balcony or Patio below. Any proposed installation of outdoor flooring must be submitted in writing and approved in advance by the Board.
- 22) No ventilator or air conditioning device (other than replacement of existing a/c unit with a substantially similar unit) shall be installed in any Residential Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board. The a/c unit must fit into the existing wall sleeve and no expanded cuts are to be made in the Building exterior.
- 23) All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Unit Owner’s Unit.
- 24) No Residential Unit Owner, their guests, servants, employees, agents, visitors, tenants, or licensees, shall make, cause, or permit any unusual, disturbing, or objectionable noises or activity, or do or permit anything to be done therein, which will interfere with the rights, comfort, or convenience of other Residential Unit Owners or the tenants. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a radio or stereo equipment or television set or other loudspeaker in such Residential Unit Owner’s Unit between 10:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Board.
- 25) No waterbeds shall be installed or used in any of the Units.

- 26) Unless expressly authorized by the Board in each case, at least 80% of the floor area of each Unit (except kitchens, pantries, bathrooms, closets and other areas occupied by furniture) must be covered with rugs, carpeting or equally effective noise-reducing material. Where floors have replaced carpeting, a sound reducing layer must be installed to limit sound in the unit below. Proof of such installation shall be provided to the Board upon request.
- 27) Water-closets and other water apparatus in the Units and in any Common Area shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Residential Unit Owner of such Unit.
- 28) The agents of the Board or the Managing Agent, and any contractor or worker authorized by the Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior written notice to the Residential Unit Owner, for the purpose of inspecting such Unit for the presence of any water damage, vermin, insects, or other pests, and for the purpose of taking such measures as may be necessary to address the source of the water damage if caused by a Building element, or to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection, and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

#### **Residential Unit Balcony/Patio**

- 29) No Residential Unit Owner or any of his agents, servants, employees, licensees, tenants, or visitors shall at any time bring into or keep in his or her Unit and Balcony or Patio, any flammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit. The Board may impose a fine of \$200.00 for each violation of the provisions of this paragraph if violation is not cured within 24 hours of written notice of such violation.
- 30) No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on Balconies or Patios other than furniture of the kind usually maintained in outdoor areas. All personal property, furnishings, equipment and furniture left on the Balconies or Patios of the Building shall be anchored or otherwise properly secured. No plantings (such as trees or shrubs), structures or installations may be placed on the Balconies or Patios without the prior written approval of the Board or Managing Agent. Balconies or Patios shall not be used as storage space. No partial or total enclosure of the Balconies or Patios is permitted. Balcony railings are not to be used to hang laundry, towels, rugs, or any other items. The Board may impose a fine of \$50.00 for the initial violation of the provisions of this paragraph if violation is not cured within 30 days of written notice of such violation, and for each subsequent violation without notice.
- 31) There shall be no barbecuing in the Units, Balconies or Patios, or the Common Elements except for those outdoor areas on the common area deck (if any) specifically designated for barbecuing by the Board. Residential Unit Owners on the ground floor on the south side of the Building are permitted per City of Yonkers fire regulations to use electric barbecues only in their individual patios (Limited Common Elements) that are part of the common area deck. No electric barbecues may be placed on the ground level patios without the prior written approval of the Board.

## **Residential Unit Keys/Key Fob**

- 32) The Board, Managing Agent, or Superintendent may retain a key to each Unit that has locks. If any lock is altered or a new lock is installed, the Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to their Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board, Managing Agent, or Superintendent, then the Board, Managing Agent, or Superintendent, or their agents (but, except in an emergency, only when specifically authorized by an officer of the Board or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Residential Unit Owner's property).
- 33) In addition to emergencies which compromise the safety of the Building, the Board, Managing Agent, or Superintendent may retain a copy of each Unit key to provide Residents with access to his or her Unit if he or she has lost or forgotten his or her key. This accommodation will be suspended if it is determined that a Residential Unit Owner or Resident has become habitual in his or her losing or forgetting keys, and the Board may impose a fine of \$50.00. When access is required, the concierge or Superintendent will escort the Resident to the Unit, open the door, and return to their station. The key will be retained.
- 34) If any key or keys are entrusted by a Residential Unit Owner or by any member of their family or by their agent, servant, employee, tenant, licensee, or visitor to an employee of the Board or the Managing Agent, whether for such Residential Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Board nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
- 35) Each Residential Unit Owner has been issued a key-fob for access to certain Common Elements and Amenities of the Building. Such key-fob is for use by Residents only. Any lost key-fob shall be immediately reported to the Managing Agent and the Unit Owner shall be charged \$25.00 for a replacement. Residents shall use due care not to permit "tailgating" or entry into the Building by unauthorized persons.

## **Common Charges/Insurance**

- 36) Common Charges are due on the first day of the month. In the event a Residential Unit Owner shall fail to pay such charges by the tenth day of the month due, there will be a late charge of \$50.00. A Residential Unit Owner in arrears at the time of the mailing of candidate information relating to a general or special meeting for the election of the Board of Managers, or at the time of such meeting and election (including the Annual Meeting), is not eligible to run for the Board. Such Residential Unit Owner will not be included in the roster of candidates and will not become a member of the Board.
- 37) Unit Owners who are in arrears for 60 days or more will have their access to the Property's Amenities (i.e. social room, gym, barbeque, Sun Deck, Pool Deck, and pool area) suspended until the account is brought current. The Board may impose a fine of \$500.00 for each violation of the provisions of this paragraph.

- 38) All Residential Unit Owners must maintain Homeowners Insurance where the liability portion of the policy shall not be less than five hundred thousand dollars (\$500,000.00). In addition, prior to the delivery or installation of any large appliance or furniture (e.g. refrigerator, range/oven, dishwasher, A/C unit, wall unit, sofa, etc.), a certificate of insurance shall be submitted to the Managing Agent.
- 39) Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No Residential Unit Owner shall permit anything to be done or kept in the Unit or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the Building or the contents thereof or which would be in violation of any law. No waste shall be committed in the Common Elements or Limited Common Elements.

### **Residential Unit – Miscellaneous**

- 40) No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the prior consent of the Board or the Managing Agent. Any Resident desiring to have a photo shoot on the property must obtain approval from the Managing Agent in advance.
- 41) In the event that any Unit is used for home occupation purposes which are permitted by law and the By-Laws, in no event shall any patients, clients, or other invitees be permitted to wait in any lobby, public hallway or vestibule. Such home occupation must immediately cease if such use becomes a nuisance to other Residents.

### **Unit Renovation/Repair**

- 42) No structural or material renovation work shall be made in any Unit without the prior written consent of the Board. Residential Unit Owners desiring to do renovation work must complete an Alteration Package obtained from the Managing Agent. All contractors shall be licensed and carry such insurance as shall be required by the Board. Residential Unit Owners are responsible to get all local necessary Building permits and approvals. Any planned changes to the attached plumbing components of a Unit must be approved in advance by the Board and be in conformance with the current plumbing code. A Residential Unit Owner who performs renovation work without written consent of the Board will be fined \$1,000.00 plus any damages incurred to restore the premises to their original condition.
- 43) No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:30 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency. Workmen may start at 8:30 A.M. but no loud noise is allowed before 9:00 A.M. No work is permitted on weekends or legal holidays.
- 44) Residential Unit Owners shall be responsible for all dirt and garbage created by any employee, contractor or tradesperson serving them and shall see to it that such agents leave the premises in an orderly and clean condition at the close of each day's work.
- 45) No employee of the Condominium shall perform any work in a Unit which is not the obligation of the Condominium to maintain or repair.

## **Transfer / Sale of a Unit**

- 46) Residential Unit Owners and Prospective Owners are required to complete a resale application and return to the management company. The concierge must be notified of all open houses and showings and visitors must sign in with the concierge.
- 47) At closing, the equivalent of two (2) months of Common Charges must be paid to Riverview Club Condominium.
- 48) In the event a Unit is sold to a business entity, including a limited liability company, partnership, or corporation, the purchaser shall also execute a personal guaranty and rider providing for compliance of any tenant with New York Real Property Law Section 339-kk.

## **Move-In/ Move-Out/ Move Internal**

- 49) The Managing Agent must be notified in writing at least seven (7) days before a move in order to schedule the move and designate an elevator (currently Cab 3). The Managing Agent will then notify the Building staff so that the elevator can be prepared and made available for the move. The superintendent is authorized to turn away any movers if proper notification and paperwork is not received.
- 50) Residents must complete a move form and return to the Managing Agent along with the refundable deposit of \$500.00 and insurance certificate for the moving company. Residents must check in with the concierge prior to starting move and provide ID to obtain usage of the designated freight elevator (currently Cab 3). All moves (except internal) must use the designated parking space on the P2 garage level. Resident/Mover is responsible to protect common areas of the property during a move. All boxes or other moving materials must be removed from common areas once the move is complete. Boxes must be cut, tied up and left on the P1 garage level in the designated recycling area, next to the garage entrance. Furniture and/or large bulky items must be taken to the dumpster located outside of P1 garage level. Inspection of common areas must be made by Building personnel prior to return of ID and Security Deposit (before and after the completion of the move). All moves must occur within allotted time frame: Monday – Friday (9:00 a.m. – 1:00 p.m. or 2:00 p.m. – 5:00 p.m.) Saturday (9:00 a.m. – 2:00 p.m.). **NO MOVE WILL BE ALLOWED TO CONTINUE AFTER ALLOTTED TIME FRAME, SUNDAY AND/OR HOLIDAYS. NO EXCEPTIONS.** Failure to abide by these provisions will result in a \$500.00 fine to the Residential Unit Owner.

## **Residential Unit Leasing**

- 51) Residential Unit Owners have the right to lease/rent all or part of a Unit for one (1) year terms only. No short-term rentals are permitted at any time, including, but not limited to Airbnb, HomeAway, VRBO, and similar. All of the terms and provisions of the Condominium Documents and these Condominium House Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant and their guests to the same extent as against a Residential Unit Owner. Any lease or rental agreement shall be deemed to contain a covenant upon the part of each such Residential Unit Owner and tenant designating the Riverview Club Condominium as the Residential Unit Owner's agent for the purpose of and with the authority to enforce the terms and provisions of the Condominium Documents or Condominium House Rules and Regulations.

- 52) All Residential Unit Owners who rent to a tenant shall: (1) run a criminal background check on the potential tenant (including a check of the local and national and local sex offender registries), (2) provide the tenant with a copy of the By-Laws and Condominium House Rules and Regulations, (3) include in the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents, (4) notify the Board in writing that the Unit is tenant-occupied, giving the name(s), address and phone number of the tenant(s) including verification that a criminal check has been done and that the tenant(s) has/have not been convicted of a felony or is listed as a registered sex offender, (5) provide to the Managing Agent and/or the Board the name of any agent retained by the Residential Unit Owner to manage the Unit for him/her, and (6) sign up for RNS via email and phone or text message, and recommend that his/her tenant(s) sign up for RNS. If a Residential Unit Owner leases their Unit they must provide a copy of the lease agreement to the Managing Agent. The Residential Unit Owner is responsible at all times for the enforcement of the established guidelines. The Board may impose a fine of \$50.00 per month for each violation of the provisions of this paragraph if violation is not cured within 30 days of written notice of such violation.

### **Pet Policy**

- 53) No more than two (2) pets shall be permitted to be kept or harbored in a Unit. Each and every pet must be expressly approved in writing by the Board or the Managing Agent and such consent, if given, shall be revocable by the Board or such Managing Agent in their sole discretion, at any time. Notwithstanding the foregoing, in no event shall any aggressive breed of dogs and/or reptiles (e.g. Pitbulls, Dobermans, Rottweilers, snakes, lizards, etc.) be kept in any Unit. Residential Unit Owners are encouraged to provide the Managing Agent with pet registration and other information (pet name, breed, vaccinations, etc.) in the event of an emergency.
- 54) Dogs may not be walked or let run anywhere on the Property (including the social room, laundry room, gym, barbeque area, Sun Deck, Pool Deck, and pool area), must enter/exit through the lobby, P3, or P1 garage door, and all Residential Unit Owners must clean-up after their pets. In no event shall any bird, reptile, or animal be permitted in any public elevator in the Building or in any of the public portions of the Building, unless carried or on a leash. Residential Unit Owners are to be courteous to Residents and guests who may be frightened by dogs and should try to use separate elevators. Residential Unit Owners are responsible for preventing their dogs from barking excessively.
- 55) Residential Unit Owners must instruct persons walking their dog(s) to comply with these rules, and are responsible for any fines resulting from the actions of their pet(s), their guests' pet(s), and any persons attending them.
- 56) No pigeons or other birds or animals shall be fed from the window sills, balconies, patios, or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in his Unit shall be required to complete a pet registration form (which they can get from the Managing Agent) and to indemnify and hold harmless the Condominium, all Residential Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet. Tenants of Residential Unit Owners are allowed to have pets provided that it is specifically permitted in the lease with the Unit Owner and the tenant has completed the pet registration and complies with the Condominium's Pet Policy. The Board may impose a fine of \$50.00 for each violation of the provisions of this paragraph.

## **Smoking**

- 57) No smoking is allowed in public places, including, but not limited to, hallways, elevators, lobby, gym, garage, pool area, barbeque area, and laundry room. This prohibition is set by law. The term “smoking” includes the use of e-cigarettes, vaping, tobacco products, and cannabis.
- 58) Smoking is permitted inside Units and on the balcony or patio of a Unit. Residents shall make every effort to prevent or curtail smoke and odor from emanating from the Unit and balcony or patio, including, but not limited to, use of air filters, door sweeps, the sealing of cracks and holes, and other means to prevent the escape of smoke and/or odors.
- 59) Residents smoking on a balcony or patio shall not throw or otherwise dispose of ash, butts, or other smoking materials from the balcony or patio and shall properly and completely extinguish all smoking materials.

## **Parking/Garage**

- 60) Residents shall exercise caution while driving in the garage, parking lot, driveways, and courtyard, especially in snow/icy conditions, and be mindful of other drivers and pedestrians at all times. Any observed instances of speeding/reckless driving may result in a warning letter or fine.
- 61) No vehicle belonging to a Residential Unit Owner or to a member of the family, guest, visitor, tenant or employee of a Residential Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle or in violation of no parking signs or exceeding posted time limits. The Board may impose a fine of \$50.00 for each violation of the provisions of this paragraph.
- 62) Parking in the designated spaces in front of the Building is limited to a maximum of three (3) hours and requires that users sign in with the concierge, provide vehicle information, and leave contact information.
- 63) Parking spaces are for the use of authorized vehicles only. Make, model and registration must be furnished to the Managing Agent upon request. No items other than motorized vehicles, bicycles, and wheeled handcarts may be stored in parking spaces.
- 64) Parking Space Units shall be used only for the storage of operational vehicles only. No unsightly vehicles may be parked in a Parking Space Unit. Vehicles must be parked within the perimeter of their space and may not obstruct access to any entrances/exits of the garage. The Board may impose a fine of \$50.00 for each violation of the provisions of this paragraph.
- 65) A limited number of overnight parking spaces are available for a fee. Requests are on a first-come first-served basis and must be made in advance through the Managing Agent.

## **Refuse/Recycling**

- 66) All Residents are required to dispose of trash. Under no circumstances may any item of trash be left in a hallway or stairwell. Items too large to drop down the trash chute must be brought by the Resident to the P1 garage level. Residents are not to force large or bulky objects down the trash chute as it may block the chute or damage the compactor. Cat litter is to be sealed and not left open in the trash room.

- 67) No refuse from the Units shall be taken to the P1 level of the Building except at such times and in such manner as the Board or the Managing Agent may direct. Mattresses/box springs shall be securely wrapped in plastic before being taken to the P1 garage level.
- 68) Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Superintendent or Managing Agent of the Building may direct in compliance with local recycling ordinances. No glass bottles or flammable materials shall be deposited in the compactor chute.
- 69) Garbage and refuse should be properly bagged and securely sealed to fit into the compactor chute. No paper, garbage, or refuse shall be left on the floor of the trash rooms, and recyclable items are to be placed into the appropriate bins. All items too large to be deposited in the compactor chute should be taken by the Resident to the P1 garage level as the Board or the Managing Agent may direct.
- 70) Residents shall separate their garbage and refuse into “recyclable” and “non-recyclable” materials in accordance with all applicable recycling laws, or into other categories, as the Board may require, and place all recyclable materials in the appropriate bins or containers in the floor trash rooms or on the P1 garage level. No trash or non-recyclable items may be placed in the recycling bins.
- 71) All boxes shall be broken down and taken to the P1 garage level and placed in the appropriate recycling container. No boxes shall be left in the floor trash rooms.

### **Property Amenities**

- 72) Residents shall use the laundry facilities only upon such days and during such hours as may be designated by the Board. The washing and drying machines in the laundry room shall be used in accordance with the posted instructions, and no dye or similar foreign substances shall be used therein. Removal of laundry carts, even for temporary use, is strictly prohibited.
- 73) Residents shall use the gym facilities only upon such days and during such hours as may be designated by the Board. The gym facilities must be used in compliance with the Gym Rules that are posted throughout the gym area. No children under 12 are permitted in the gym.
- 74) Residents may use the social room on a first-come, first-served basis, with consideration for other Residents’ use and enjoyment. All Residents and their guests shall conduct themselves in a respectful and orderly manner at all times. Any observed or reported violation of this rule may result in the loss of use of the social room and/or other amenities at the discretion of the Board.
- 75) Residents may rent the social room for personal gatherings. Residents must complete the social room agreement and return to the Management Company; this agreement will state that the Residents will defend, indemnify, and hold harmless the Condominium. Residents and/or their guests may not use the Building amenities while hosting and/or attending a gathering (e.g. pool, pool deck, gym).
- 76) The Rental Fee for the social room is \$100.00 (“as is”) or \$150.00 (for rental of Building folding chairs/tables) and Deposit is \$500.00. The room may be rented between the hours of 12:00 PM until 10:00 PM, and shall be for a maximum of four (4) hours. A change/extension of hours may be requested by the Lessee(s) in advance of the event and submitted in writing to the Board or Managing Agent for approval. Lessee(s) will be allowed access one (1) hour before to set-up and one (1) hour after to clean-up the room. The concierge will be on duty throughout the entire rental

period. All waste must be placed in garbage bags (bags will be supplied by the Building staff), tied and brought down to P1 garage level; bags should be left by the compactor room. Smoking is not permitted anywhere in the Building. No smoking is allowed in public places, including, but not limited to, hallways, elevators, lobby, gym, garage, pool area, barbeque area, and laundry room. This prohibition is set by law. The term “smoking” includes the use of e-cigarettes, vaping, tobacco products, and cannabis.

- 77) Alcoholic beverages may be served by the Residential Unit Owners during their social gathering to responsible guests 21 years of age or older in plastic cups or cans. No glass is permitted. It is SOLELY the Residential Unit Owner's responsibility to ensure that only authorized guests of legal age are served; that guests drink responsibly and are not over-served at any time; and that guests who consume alcohol served by the Residential Unit Owner do not become disorderly and present a safety, noise, or other quality-of-life issue for themselves or others. Any observed or reported violations of these requirements may result in forfeiture of deposit in addition to substantial fines.
- 78) There are two (2) Weber propane gas grills and sets of cooking and cleaning utensils, located on the Sun Deck, for Residents’ use from April 1 to November 30. One grill will be available for Residents’ use from December 1 to March 31. For the enjoyment of everyone, adherence to and cooperation with the rules listed below is required. Failure to abide by these rules will result in the issuance of a \$100.00 fine.
1. Grills must be signed out for use at the concierge desk or online using Condo Café. The concierge will provide a key to unlock the propane tank, and, upon request, a grill user manual to borrow for reference.
  2. Grills may be signed out for one (1) hour blocks of time, with a two (2) hour maximum.
  3. Grills may be used between 11:00 a.m. to 11:00 p.m. daily (last hour of reservation is from 10:00 p.m. to 11:00 p.m.). Grills must be cleaned and utensils returned by 11:00 p.m.
  4. Grills may be used by Residents over the age of eighteen (18) only.
  5. Grills may not be left unattended at any time.
  6. Grills may not be moved from their locations.
  7. Grills (cooking grates) must be cleaned after each use using the scrubbing tool provided. Grill utensils must be cleaned in the kitchen behind the concierge desk.
  8. Propane valve must be turned off, the tank locked, and the key returned to the concierge.
  9. In the event the propane tank runs out, notify the concierge and the spare tank will be exchanged.
  10. The concierge will inspect the grill after each use and verify that the grill and utensils are clean, the gas is turned off, and the propane tank is locked.

- 79) The Pool, Pool Deck, and Sun Deck are available to all Residents on a seasonal basis from May to September during times as posted by the Managing Agent. For the enjoyment of everyone, adherence to and cooperation with the rules listed below is required. Failure to abide by these rules will result in fines and/or suspension of pool privileges.
1. A Resident pool pass is required.
  2. Children under the age of sixteen (16) must be accompanied by an adult.
  3. A limit of two (2) guests per Unit are permitted at the same time. All children will be included in the total count. Residents must accompany their guests at all times. Residents must be over the age of eighteen (18) to have guests at the Pool Deck and/or Sun Deck, and guest must have an appropriate guest pass to use facilities. A coupon book may be purchased from the concierge. Coupons are \$5.00 each. Residents will be permitted to have up to an additional two (2) guests on weekends for a fee, with a maximum of four (4) total guests. Coupons may be used on weekends and holidays. Coupons are not required on weekdays.
  4. Inner tubes, floats, and water guns are not permitted at any time.
  5. No glass is permitted on the Pool Deck or Sun Deck. Use of unbreakable containers is required.
  6. Running, horseplay, jumping, and diving are not permitted.
  7. Dogs and other animals are not permitted on the Pool Deck or Sun Deck.
  8. No one other than authorized Building Staff are permitted access to the fence surrounding the Pool Deck before or after designated times.
  9. The use of the Pool is at the user's own risk.
  10. A shower must be taken before entering the Pool.
  11. Children in diapers must wear swimming diapers or waterproof garments over diapers in the Pool at all times. Disposable diapers are not permitted. Disposal of diapers of any kind is not permitted in the Pool Deck or Sun Deck trash receptacles.
  12. Persons with open blisters, cuts, etc. are not permitted to use the Pool. Users must follow local health ordinances posted by the Pool entrance.
  13. No food, drink, or alcohol is permitted on the Pool Deck at any time.
  14. Smoking is not permitted on the Pool Deck or Sun Deck at any time.
  15. Reserving of lounge chairs or tables is not permitted.
  16. Swimwear is required for use of the Pool. No cut-offs are permitted in the Pool.
  17. The required Pool rope must be left in place at all times, including during lap swimming.

18. Misconduct by Residents and/or their guests will result in immediate expulsion by the lifeguard or Building staff. Further action may be taken by the Managing Agent and/or the Board.

- 80) Bicycles can be stored in the space provided in the garage, but at the sole risk of the Residential Unit Owner or Resident for any damage or loss. All bicycles should be marked as to ownership. No e-bikes or e-scooters are allowed anywhere on the Property.
- 81) Storage lockers on the P1 and P2 garage levels are available for rent from the Condominium. Arrangements for rental should be made through the Managing Agent. Storage lockers shall be used solely in compliance with the storage license agreement, and shall be kept clean and free of vermin and insects. Users shall not ask the concierge or Building staff or employee to cut any lock without first showing proof of their rental of the specific unit and shall provide their own replacement lock.
- 82) The Board shall have the right from time to time to curtail or relocate any portion of the Common Elements devoted to storage or service purposes.

### **Committees**

- 83) All Board committees serve in an advisory capacity only and at the pleasure of the Board. Committees may suggest, propose, and recommend action, but the Board retains final decision-making authority on all matters. The Board may designate certain Committees to assist their planning and/or to obtain input for issues that impact the entire Building. Once the Committee is sanctioned, a Mission Statement is to be prepared and accepted by the Board.
- 84) Committee members shall at all times be respectful and cooperative during meetings and in the execution of their responsibilities. Any member engaging in disruptive or discourteous behavior will not be permitted to participate in the Committee. Any Resident may participate as a Committee member, though it is desired to have volunteers who have professional experience in the field of consideration if possible.
- 85) The quantity of Committee members may be any number but must be moderated by the Board when it is oversized and meeting operations may be impacted.
- 86) All volunteers must be current with their Common Charges to participate in a Committee.
- 87) A full discussion of any topic or proposal shall be held prior to any consensus being presented to the Board for consideration. A committee may offer more than one consensus or opinion of the committee to the Board, but the Board has the final decision-making authority on any topic or proposal.
- 88) A Board member(s) will be assigned as Board Representative(s)/Liaison(s) to coordinate and monitor Committee activity and report any recommendations to the Board for approval, budgeting, and scheduling.

### **General Policies/Penalties**

- 89) The Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any House Rule or Regulation at any time prescribed for the Building when, in the reasonable judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security,

care, appearance, or interests of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of Residential Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any House Rule or Regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

- 90) Any consent or approval given under these Condominium House Rules and Regulations by the Board shall be revocable at any time. Further, any such consent or approval may, in the discretion of the Board, be conditional in nature. These Rules and Regulations may be added to, amended or repealed, in the sole discretion of the Board and at any time by resolution of the Board. Failure to enforce any rule or impose a fine on any occasion shall not constitute a waiver or abrogation thereof.
- 91) Complaints regarding the services of the Condominium shall be made in writing to the Board at [RiverviewClubBoard@gmail.com](mailto:RiverviewClubBoard@gmail.com) or to the Managing Agent.
- 92) These Condominium House Rules and Regulations shall be binding not only on the Residential Unit Owner, but also, where applicable, on the family, guests, visitors, tenants, and other occupants. Residential Unit Owners are responsible for all acts by their family, guests, visitors, tenants, and other occupants directed against any Resident which are contrary to the Condominium House Rules and Regulations or By-Laws, or objectionable in any way.
- 93) All fines, fees, penalties, and any such other expenses levied against Residential Unit Owner for failing to comply with rules and regulations of the Building including the House Rules and Regulations herein, shall be charged on the Residential Unit Owner's monthly Common Charge bill. A \$50.00 per month late fee will be charged for late payment of any such amounts. In addition, for violations that are ongoing beyond the applicable cure period, additional fees and/or penalties will be charged to the Residential Unit Owner on a monthly basis.
- 94) Unless otherwise specified elsewhere, and expressly subject to the Board's discretion as authorized by Rule 95, any violation of these Condominium House Rules and Regulations shall be assessed as follows:
  1. First infraction: Managing Agent shall issue a written warning and/or opportunity to cure violation within 30 days
  2. Second infraction: Residential Unit Owner is fined \$50.00
  3. Third and subsequent infractions: Residential Unit Owner is fined \$200.00 per instance
- 95) In cases where Residential Unit Owners or Residents continue to violate the House Rules and Regulations beyond the number of occurrences delineated above, the Board shall levy an appropriate fine on a case by case basis. Key-fob access to Building amenities may be restricted at the Board's discretion for repeated violations of these Condominium House Rules and Regulations or for unpaid Common Charges.
- 96) Penalties for violations of the House Rule and Regulations shall be deemed additional Common Charges. Residential Units Owners of rented Units will be responsible for any fines incurred by their tenants.

- 97) The Board reserves the right to amend the fine/fee amounts and the suspension of access to Property Amenities on a case-by-case basis, including, but not limited to, the right to impose a fine/fee for the first infraction or other such penalty as the Board deems appropriate.

**SECTION 5**  
**INSERT**  
**FULLY EXECUTED LEAD DISCLOSURE**  
**STATEMENTS**  
**HERE**

Annual Notice for Prevention of Lead Based Paint Hazards ANNUAL NOTICE FOR PREVENTION OF  
LEAD BASED PAINT HAZARDS – INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in your dwelling unit (apartment). If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead based paint hazards. IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.

If a child under six years of age does not reside in the unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age lives in the unit you should also inform the owner immediately if you notice any peeling paint or deteriorated surfaces in the unit during the year. You may request that the owner provide you with a copy of any records required to be kept as a result of a visual inspection of your unit.

Please complete this form and return one copy to the owner or his or her agent or representative by March 1<sup>st</sup>. Keep one copy of this form for your records.

CHECK ONE:  A child under six years of age resides in the unit.

A child under six years of age does not reside in the unit.

\_\_\_\_\_(Occupant signature.)

Print occupant's name, address and apartment number:

\_\_\_\_\_  
\_\_\_\_\_

The Ferrara Management Group, Inc., AMO<sup>®</sup>  
50 Plainfield Avenue Bedford Hills, NY 10507  
914-888-2099 | [www.Ferraramgmtgroup.com](http://www.Ferraramgmtgroup.com)



#### INSTRUCTIONS FOR COMPLETING THE LEAD PAINT DISCLOSURE FORM

1. All applicants for purchase or lease of a cooperative or condominium unit must receive a copy of the pamphlet *“Protect Your Family from Lead in Your Home”* and must initial the enclosed form in the appropriate places and sign it at the bottom. The form should be returned to The Ferrara Management Group, Inc., with the application and the pamphlet should be retained by the applicant. An interview will not be scheduled until The Ferrara Management Group, Inc., has the completed form.
2. Purchases: Purchasers should submit the form to the seller for signature along with the contract of sale. The seller must initial (a) and (b) and check the appropriate box under (a) and (b). The seller should then sign at the bottom. If there is more than one seller, both should initial and sign. This form should then be returned to the purchaser along with any relevant reports or records. The purchaser should initial (e), (f) and (g) and check the appropriate box under (g). The purchaser should then sign at the bottom. If there is more than one purchaser, both should sign. This form must then be returned to The Ferrara Management Group, Inc.
3. Rentals: Applicants who obtain this form with their application should forward it to the unit owner. The Unit Owner of Overtenant (Lessor) should initial (a) and (b) and check the appropriate box under (a) and (b). The unit owner (Lessor or Lessors) should sign at the bottom. The unit owner should send this and any relevant reports or records with the lease to the Subtenant (Lessee). The Subtenant (Lessee) should initial at (e), (f) and (g) and check the appropriate box under (g). The Subtenant (Lessee) should then sign at the bottom. If more than one applicant is involved, all should initial and sign. The form must then be returned to The Ferrara Management Group, Inc., in order for the interview to be scheduled.

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS

OWNER COPY/ OCCUPANT COPY

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement**

Every purchaser of any interest in residential real property in 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 produce permanent neurological damage, including learning disabilities, reduce intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or 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 notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based pain hazards is recommended prior to purchase.

**Seller's Disclosure (initial)**

- \_\_\_\_\_ a) Presence of lead-based paint and/or lead-based paint hazards (Check one Below):  
( ) Known lead-based paint and/or lead-based hazards are to be present in the housing (explain): \_\_\_\_\_  
\_\_\_\_\_  
( ) Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.
- \_\_\_\_\_ b) Records and reports available to the seller (check one below)  
( ) 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.)  
\_\_\_\_\_  
\_\_\_\_\_  
( ) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgments (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 one below)  
( ) Receive a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

**Agent's Acknowledgment**

- f) Agent had informed the seller of the seller's obligations under 42 U. S. C. 4852 (d) and is aware 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 provided by the signatory is true and accurate.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
Agent: \_\_\_\_\_ Date: \_\_\_\_\_ Agent: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_ Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 6**

**INSERT**

**FULLY EXECUTED AND NOTARIZED SMOKE  
DETECTOR AND CARBON MONOXIDE DEVICE  
COMPLIANCE CERTIFICATION**

**HERE**

**SMOKE DETECTING ALARM & CARBON MONOXIDE DEVIDE  
COMPLIANCE AND CERTIFICATION**

\_\_\_\_\_  
Premises: \_\_\_\_\_

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

1. The undersigned, owner of the above-referenced Premises, hereby represents and certifies to the Condominium, as follows:
  
2. That I/We are in compliance with Amanda's Law and certify that I/We have installed an operational carbon monoxide device in the Premises.
  
3. That I/We are in compliance with Executive Law of the State of New York Section 378 and certify that I/We have installed an operational smoke alarm in the Premises.
  
4. That I/We will maintain both the carbon monoxide devices and smoke detector alarms in the Premises and will permit inspections and/or provide annual certifications confirming compliance to the Managing Agent for the Cooperative / Condominium/HOA.
  
5. That I/We understand and acknowledge that the Cooperative / Condominium/HOA and the Managing Agent are relying upon the accuracy of this representation and certification.

I hereby certify as the resident of the below designated apartment/unit that there is installed an approved carbon monoxide detector, hard wired, battery operated or plug in device, in compliance with the requirements of New York State's Amanda Law.

\_\_\_\_\_

Seller

Sworn to me this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

Notary Public

\_\_\_\_\_

Purchaser

Sworn to me this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

Notary Public

**SECTION 7  
INSERT  
REAL PROPERTY LAW  
231-A  
SPRINKLER SYSTEM NOTICE  
MUST BE INITIALED BY  
PURCHASER(S)  
HERE**

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REAL PROPERTY LAW §231-A. SPRINKLER SYSTEM NOTICE IN RESIDENTIAL LEASES

Sprinkler disclosure for residential leases goes into effect on December 3, 2014, that the presence of, and maintenance of, residential sprinkler systems be disclosed on all residential leases in New York. The text of the new law appears above and can be found in Real Property Law §231-A.

Section 1 of the law requires every residential lease to contain a "conspicuous notice in bold face type as to the existence or non-existence of a maintained and operative sprinkler system in the leased premises." Section 3 of the law further requires that "if there is a maintained and operative sprinkler system in the leased premises, the residential lease agreement shall provide further notice as to the last date of maintenance and inspection." Since there is no exception for proprietary leases in a cooperative, they, too, fall under the requirement.

At the very least, every residential lease must contain a statement in conspicuous boldface type that says: The leased premises (choose one of the following) is/is not serviced by a maintained and operative sprinkler system that was last maintained on / / and was last inspected on / / .

There is no penalty provision contained in the law, so until there is a violation, the effect of noncompliance is unknown.

REAL PROPERTY LAW §231-A. SPRINKLER SYSTEM NOTICE IN RESIDENTIAL LEASES

1. EVERY RESIDENTIAL LEASE SHALL PROVIDE CONSPICUOUS NOTICE IN BOLD FACE TYPE AS TO THE EXISTENCE OR NON-EXISTENCE OF A MAINTAINED AND OPERATIVE SPRINKLER SYSTEM IN THE LEASED PREMISES.
2. FOR PURPOSES OF THIS SECTION, "SPRINKLER SYSTEM" SHALL HAVE THE SAME MEANING AS DEFINED IN SECTION ONE HUNDRED FIFTY-FIVE-A OF THE EXECUTIVE LAW.
3. IF THERE IS A MAINTAINED AND OPERATIVE SPRINKLER SYSTEM IN THE LEASED PREMISES, THE RESIDENTIAL LEASE AGREEMENT SHALL PROVIDE FURTHER NOTICE AS TO THE LAST DATE OF MAINTENANCE AND INSPECTION.

**SECTION 8**  
**INSERT**  
**FULLY EXECUTED CONTRACT OF SALE**  
**HERE**

**GUARANTY**

CONDOMINIUM: \_\_\_\_\_

PREMISES: \_\_\_\_\_

UNIT: \_\_\_\_\_

LIMITED LIABILITY COMPANY: \_\_\_\_\_

GUARANTOR: \_\_\_\_\_

SERVICE OF PROCESS ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF THIS GUARANTY: \_\_\_\_\_, 20\_\_

In consideration of, and in order to comply with the Declaration and By-Laws of the Condominium and waiving by the Board of Managers of its right of first refusal, Guarantor, in his individual capacity, hereby guaranties to the Condominium, the full and prompt payment, when due, of all common charges of the Condominium, for the above Unit, and any other sums due pursuant to the Declaration and By-Laws of the Condominium. Guarantor further agrees to pay all sums that may become due from the Limited Liability Company to the Condominium in consequence of any default under the Declaration and By-Laws of the Condominium, including, without limitation, all reasonable attorneys' fees and disbursements incurred by the Condominium or caused by the enforcement of this Guaranty.

This Guaranty shall be a continuing guaranty and liability hereunder shall in no way be affected or diminished by reason of any extension of time, modification, waiver, compromise, settlement or variation of any provision of the Declaration or By-Laws of the Condominium, or any amount due thereunder, that may be granted by the Condominium. This Guaranty shall continue until all terms of the Declaration and By-Laws of the Condominium have been satisfactorily performed. Guarantor's obligations hereunder shall nevertheless continue in full force and effect with respect to all sums owed, incurred or accrued prior to the effective sale date of the Unit.

Guarantor hereby waives notice of acceptance hereunder, any nonperformance or nonpayment by the Limited Liability Company of any obligations or liabilities under the Declaration or By-Laws of the Condominium, protest, demand, or any other remedy. Guarantor hereby expressly agrees that the validity of this Guaranty and Guarantor's obligations hereunder shall in no way be terminated, affected or diminished by reason of the Condominium's assertion or failure to assert against them any of the rights or remedies reserved to the Condominium pursuant to the provisions of the Declaration and By-Laws of the Condominium. This Guaranty shall be binding upon the Guarantor and Guarantor's legal representatives, heirs and assigns, and shall inure to the benefit of the Condominium, its successors and assigns.

Guarantor hereby waives personal service of process upon Guarantor and agrees that service via certified mail, return receipt requested, to the Service of Process Address, shall be sufficient for purposes of effecting service upon Guarantor for all purposes under this Guaranty.

Guarantor hereby agrees that personal jurisdiction over Guarantor shall be had by any court located in the City and State of New York, and hereby consents to such jurisdiction as the exclusive venue for resolution of any and all disputes with the Guarantor. The Guarantor hereby waives any and all right to contest such exercise of personal jurisdiction and/or venue.

Guarantor agrees that the address for service shall not be changed without prior written notice to the Condominium of such changes, which shall be effective upon receipt of such notice by the Condominium.

Guarantor has executed this guaranty on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

STATE OF NEW YORK    )  
  )ss:  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

S

\_\_\_\_\_  
Notary Public

**CONDOMINIUM RIDER TO LEASE  
RIDER TO LEASE**

Unit Owner: \_\_\_\_\_  
Tenant: \_\_\_\_\_  
Premises: \_\_\_\_\_

It is hereby agreed by the Unit Owner and Tenant, for good and valuable consideration the receipt and sufficiency which is hereby acknowledged, based upon the mutual promises and covenants, including the issuance of the waiver of the right of first refusal by the Board of Managers of the Condominium, as follows:

This Lease and the rights and obligations of the parties hereunder are hereby made expressly subject to the rights of the Board of Managers of the Condominium with respect to the transaction embodied herein pursuant to the terms of the By-Laws of the said Condominium, as the same may be amended from time to time.

- (i) such Lease shall be a term of not less than twelve (12) months;
- (ii) such Lease may not be amended, modified, assigned or extended without the prior written consent of the Condominium Board in each instance;
- (iii) the Tenant thereunder shall not assign his or her interest in such Lease or sublet the Premises demised thereunder or any part thereof without the prior written consent of the Condominium Board in each instances;
- (iv) the Tenant shall be required to comply with and abide by the House Rules and policies of the Condominium Board as amended from time to time;
- (v) the Condominium Board shall have the right to collect rent directly from the Tenant based upon the default of the Unit Owner, pursuant to the Condominium Act - Real Property Law § 339-kk; accordingly, the Tenant shall be required to remit the rent under the Lease directly to the Condominium upon receipt of written notice until such time as the Condominium directs the payments to be remitted to the Unit Owner. Therefore, the Lease shall prohibit the advance payment of rent of more than one(1) month; and
- (vi) the Condominium Board shall have the power to terminate such Lease and/or to bring summary proceedings to evict the Tenant in the name of the Unit Owner thereunder in the event of (a) a default by the Tenant in the performance of its obligations under such Lease; (b) a violation by the Tenant of the House Rules and/or policies of the Condominium; (c) a default by the Unit Owner or Tenant in the performance of their respective obligation under either the Lease, this Rider or the Condominium By-Laws, Declaration or House Rules and/or policies; (d) a foreclosure of the lien granted by Section 339-z of the Condominium Act or Sheriff Sale under CPLR Section 5236.

**AGREED & CONSENTED TO:**

\_\_\_\_\_  
Unit Owner's signature  
Dated:

\_\_\_\_\_  
Unit Owner's signature  
Dated:

**AGREED & CONSENTED TO:**

\_\_\_\_\_  
Tenant's signature  
Dated:

\_\_\_\_\_  
Tenant's signature  
Dated:

**SECTION 09**  
**INSERT**  
**COPIES OF GOVERNMENT ISSUED I.D.'S**  
**HERE**

**LAST  
PAGE  
OF  
DOCUMENT**