

# **255 FIELDSTON BUYER'S CORPORATION**

## **House Rules**

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**Version July 2020**

**255 Fieldston Terrace, Riverdale, NY 10471**

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**House Rules**  
**255 Fieldston Buyers Corporation**  
**255 Fieldston Terrace**  
**Riverdale, NY 10471**

All residents whether shareholders or renters, implicitly agree to these house rules, as approved by the Board of Directors, by virtue of entering into a Proprietary Lease (Shareholders), by signing a renter's lease with the Sponsor of Unsold Shares or as a sublet.

House rules may be added to, amended or repealed at any time by resolution of the Board of Directors as circumstances warrant.

A violation of any of the rules contained herein will result in a fine of \$50-\$100 per month per infraction at the discretion of the Board of Directors. The fine will continue in the same amount each month until the infraction is cured.

**01 - Public Areas**

**01.1** No one is permitted to play in the lobby, halls, stairways, elevators, fire escapes or in the parking lot.

**01.2** No one is permitted on the roof unless accompanied by the Building Superintendent or the Porter.

**01.3** Residents and/or guests using bicycles, scooters, roller blades, in-line or roller skates must enter and exit the building through the rear entrances. Any property damage will be the responsibility of the resident.

**01.4** The public halls, staircases, landings, fire escapes and lobby are not to be obstructed or used for any purpose other than entering and exiting from the premises.

**01.5** No articles or any item upon which residents may fall and trip shall be placed in the halls, staircases, landings, fire escapes or lobby. Floormats are permitted. If the building is cited for a fire hazard due to a resident violating this rule, the fine will be passed to the resident.

**01.6** No resident shall admit any person(s) into the building through the intercom system without proper identification.

**01.7** No resident shall allow any person(s) to enter the building at the same time he or she enters the building, unless the person(s) are known to such resident, or another resident has buzzed the person(s) in through the intercom system.

**01.8** Any public area violation shall be brought before the Board. If violation persists, a fine of \$50.00 per incident will be assessed at the discretion of the Board of Directors.

## **02 - Property Damage**

**02.1** Anyone defacing the building or its contents will be held responsible for the repair and/or replacement of such property. If a resident or his/her visitor or any relative is responsible for damage to the public areas of the building, including graffiti, the resident will be responsible for the cost of repairs or the replacement of such property.

## **03 - Moving**

**03.1** All residents moving into or out of the building must notify the Managing Agent and the Building Superintendent at least 48 hours in advance of the scheduled move. Moving is only permitted between 9:00am and 4:30pm Monday through Friday. Saturday and Sunday moves and moves on legal holidays are NOT permitted. All persons moving into or out of the building must deliver to the Managing Agent a refundable deposit of \$500.00, in the form of a money order or a check, payable to 255 Fieldston Buyers Corp. The deposit is required in case there are any damages to the building as a result of the move. If there is no damage a check will be returned in the amount of \$400.00. There is a \$100.00 moving fee. If your move is not finished by 4:30pm on any given day, you may incur a charge of \$50/half hour.

## **04 - Noise**

**04.1** No resident shall make or permit any disturbing noises in his/her apartment or permit anything to be done therein which will interfere with the rights, comfort or convenience of other residents.

**04.2** No resident shall play loudly or permit to be operated loudly any musical instruments, phonograph, CD player, radio, television or other loud speaker in such apartment between 10:00pm and 8:00am. This applies to public areas as well.

**04.3** Residents making excessive noise after 10:00pm and before 8:00am will be called before the Board of Directors. If noise is not corrected, the police will be called by either the Building Superintendent or the Board of Directors. If noise continues, another meeting will be held. The police will continue to be called. If noise persists, eviction proceedings will be commenced.

## **05 - Apartment Floor Covering**

**05.1** All floors, with the exception of the kitchen and bathroom(s), must be covered with rugs, carpeting or other such noise reducing material as may be approved on a case-by-case basis by the Board of Directors, to the extent for at least eighty percent (80%) of the floor area of each room. For example, if the room is 100 square feet, then at least 80 square feet must be covered with rugs, carpeting or equally effective noise reduction material.

**05.2** Insulation or padding: Whenever rugs or carpeting are utilized by a resident to comply with the floor covering requirement described above, such covering shall be laid over at least two layers of noise reducing floor covering. All other forms of floor covering shall be laid over plywood or other such type of insulation as may in each case be specifically approve by the Board of Directors.

**05.3** Residents must bring complaints before the Board of Directors. The Building Superintendent and Managing Agent shall inspect the apartment. If insufficient carpeting is found, a letter will be issued by the Managing Agent to the resident giving two weeks to have the proper carpeting installed.

The Building Superintendent along with management will again inspect after the carpet has been installed within the two week period. If insufficient, the Board will meet with the violating resident. Rules will be explained. Explanation will be heard. The violator will be given two more weeks to comply. If non-compliance continues, a \$100.00 per week charge will be assessed to the violator.

## **06 - Keys**

**06.1** Residents must leave a set of keys to their apartment with the Building Superintendent. Residents will be responsible for any damage made to the apartment door in order to gain forced entry in the event of an emergency. Keys will be kept in a lock box accessible by the Building Superintendent.

**06.2** Keys for all building entrances are restricted for security reasons. All legal residents of the building are entitled to one or two free keys depending upon the number of names on the residential lease or the proprietary lease. When a request is made for additional keys (up to and including 6 keys) and upon the completion of a Key Form, additional keys will be issued at a cost of \$25.00 per key.

**06.3** Extra keys require a \$25 refundable deposit per key. Cash or check made payable to 255 Fieldston Buyers Corporation. There is a \$25.00 charge for replacing a lost key. There is a \$100 deposit for each key AFTER the 6th key has been issued.

## **07 - Compactor Rooms**

**07.1** The Board encourages residents to recycle as set forth in New York City's recycling guidelines. All newspapers, magazines, telephone books, paper, mail and envelopes, paper bags, soft cover books, smooth and corrugated cardboard boxes are to be placed neatly in either the compactor room, at the rear entrance hallway or in the basement.

**07.2** All cans, jars, bottles, #1 and #2 recyclable plastic jugs and bottles, aluminum wrap and trays, household metal objects (e.g. wire hangers, pots and pans), bulk metal (that is, 100% metal items) should be thoroughly rinsed and placed in the plastic lined containers in the compactor rooms, at the rear entrance hallway or in the basement.

**07.3** For further information on recycling, visit:  
[http://www.nyc.gov/html/dos/html/bw\\_resid/index.html](http://www.nyc.gov/html/dos/html/bw_resid/index.html)

**07.4** Compactor rooms must be kept empty of raw garbage and refuse except for newspapers and other recyclable items. Raw garbage must be disposed of into the compactor chutes in small, tied plastic bags. Arrangements must be made with the Superintendent and/or the Porter to dispose of items too large for the compactor room. In no event shall residents leave any item(s) for disposal in any hallway in the building with the exception of the rear entrance hallway or in the basement.

**07.5** All raw garbage must be tied in drip-free, small plastic bags to fit easily into the compactor shaft.

**07.6** Cartons, cardboard boxes, crates, sticks of wood or other solid matter must not be stuffed into the compactor shaft. This is to prevent jamming. Such items should be placed neatly in the compactor room.

**07.7** Cat litter must be securely bagged and brought to the garbage area in the basement or placed on the compactor room floor. Under no circumstances should cat litter be thrown down the chute.

**07.8** Do not place carpet sweeping containing naphthalene or flakes, floor scrapings, oil soaked rags, empty paint or aerosol cans or other flammable, explosive or combustible substance into the compactor shaft or the recycling containers. Contact the Building Superintendent for the proper disposal of such items.

**07.9** Do not place lit cigarettes or cigars in the compactor room.

**07.10** Vacuum cleaner bags must be securely tied in a plastic bag and place into the compactor shaft. Vacuum cleaner bags must never be emptied directly into the compactor chute.

**07.11** Notify the Building Superintendent or Porter of any drippings or moist refuse appearing on the compactor closet floor or corridors.

## **08 - Laundry Room**

**08.1** Laundry room baskets are the property of the Cooperative. Residents are not permitted to remove the laundry baskets from the laundry room.

**08.2** All residents must familiarize themselves with and follow all posted laundry room signs.

## **09 - Windows**

**09.1** Residents shall keep the windows of their apartments clean. In case of refusal or neglect by the resident, the Managing Agent has the option of sending a written notice to clean the windows. If that notice is not met within 10 days, the Board of Directors shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the resident.

## **10 - Air Conditioners**

**10.1** Effective July 1, 1999, all air conditioners must be installed in sleeve units provided beneath apartment windows. Window installed air conditioners are no longer permitted. All air conditioners and ventilators must be installed properly and kept in good repair to prevent damage to the sleeve and premises.

**10.2** Any resident installing air conditioners in windows will be required to remove such air conditioner immediately. If the resident does not comply within a week, a \$50 fine per week will be imposed until the resident is in compliance.

**10.3** Air conditioners that are designed as a window unit may not be placed in a sleeve since this poses a fire hazard. Only an air conditioners designed for sleeve installation are permitted.

## **11 - Washing Machines**

**11.1** Effective July 1, 1999, residents are strictly prohibited from installing clothes washing machines or dryers of any sort in any apartment. If any washing machine or dryer is installed on or after the

effective date, immediate removal is required or eviction proceedings will be commenced.

**11.2** Clothes washing machines and dryers presently in the building prior to amendment of the House Rules may not be replaced. Any damage caused by clothes washers and dryers will be the responsibility of the apartment resident.

## **12 - Building Employees**

**12.1** Residents shall not hire or utilize the services of any building employee for private business during the employee's work day.

**12.2** When a unit owner requires the services of any building employee for the purpose of making apartment repairs, the Co-op shall be reimbursed for the services rendered at the employees' hourly rate. There is no labor cost charge for repairs taking less than 15 minutes. A labor fee based on a rate set by the board per half-hour will be added to the unit owner's maintenance bill for repairs exceeding 15 minutes. The cost of materials or parts provided for the repair will be added to the unit owner's maintenance bill.

**12.3** No fee will be charged for repairs which are the responsibility of the Co-op.

**12.4** A work order/maintenance request is to be obtained from the Building Superintendent. This form is to be completed describing the work to be done, date and time of scheduled work, approximate task duration, labor and material costs, plus any other special instructions. A sign-off is required upon completion of work.

## **13 - Building Services**

**13.1 Exterminator:** service is available to all residents on the first Thursday of each month, between 7:30am and 8:30am. This service is free of charge.

**13.2 Bike Storage:** is available at a cost of \$60 a year per bicycle, payable annually or semi-annually. Additional bikes may be stored for \$30 a year per bicycle.

**13.3 Steel Storage Units:** we have a limited number of storage units. Units are approximately 245 cubic feet (5 x 7 x 7). Units are available for rent at a cost of \$47 a month.

**13.4 Window Guards:** NYC law requires window guards in any unit with children 10 years of age or younger. See the Building Superintendent who will install these for you free of charge.

## **14 - Deliveries**

**14.1** With the exception of the commercial parcel carriers (such as UPS, Fed Ex, etc.) and food deliveries, all delivered items such as furniture, appliances, contractor equipment and the like must be made through the rear entrances.

**14.2** Delivery of bulky items such as furniture, appliances and equipment is permitted only Monday through Friday between the hours of 9:00am and 4:30pm.

**14.3** The Building Superintendent must be notified of furniture, appliance and equipment deliveries at least 24 hours in advance in order to place protective padding in the elevator.

## **15 - Pets**

**15.1** All pets must be curbed off the Co-op property and must be kept off the landscaped areas. Pets must be kept on a short leash at all times when outside the owner's apartment and on Co-op property.

**15.2** Pet owners must take their pets into and out of the building through the rear entrances. Damage or injuries caused by pets to property or persons are the sole responsibility of the pet owner who shall pay for any damages or injuries caused by the pet(s).

**15.3** Residents who do not clean up after their pet(s) are subject to a \$50 fine.

**15.4** Size and number limitation: No more than one medium-sized pet (not larger than 20" measuring from floor to top of back when standing). No more than two small pets (less than 20" measuring from floor to top of back when standing)

## **16 - Smoke Alarms and Carbon Monoxide Detectors**

**16.1** Smoke alarms and carbon monoxide detectors have been installed in every apartment and must be kept operable according to manufacturer's specifications. Battery replacement is the responsibility of the resident.

## **17 - Parking Lot Users**

See Exhibit A

## **18 - Terraces**

See Exhibit B

## **19 - Renovations/Alterations/Repairs**

**19.1** Prior to commencement of any work, all renters and owners must provide written notification to all the units on their floor as well as the units directly above and below theirs.

**19.2 Renters:** Renters are obligated to obtain permission for any proposed renovation or alteration from the landlord, A. J. Management.

**19.3 Unit Owners:** Alterations or renovations of an apartment may only be undertaken upon the written approval of the Managing Agent and the Board of Directors. Shareholders must contact the Managing Agent regarding the completion of appropriate forms; submit detailed plans for approval; and include copies of all contracts for the proposed work.

**19.4** The contractor must include a description of the work to be done, the approximate starting and ending dates, and evidence that the contractor or person performing the work carries adequate insurance. Such insurance must name 255 Fieldston Buyers Corporation and the Managing Agent as additional insured parties. Contracts must hold all parties harmless and provide indemnity to all



parties. Performance of any work on behalf of a shareholder must be in accordance with all applicable city codes, rules, regulations and/or permits.

**19.5** Shareholders must sign an Alteration Agreement in favor of the Corporation prior to the commencement of any work.

**19.6** Anyone who comes to do work on the resident's apartment (i.e. painters, plumbers, electricians, etc.) must sign-in with the Building Superintendent. Further, shareholders must not install any appliance which will overload the existing wires or equipment in the building. If proper approval is not received, workmen and supplies will be prohibited from entering the building. Work is to be performed between 9:00am and 5:00pm, Monday through Friday (excluding legal holidays). This includes construction, plumbing, electrical work or any work that could disturb other residents.

**19.7** Construction and repair work or other installations involving noise is permitted Monday through Friday between the hours of 9:00am and 5:00pm (excluding legal holidays) except in the event of an emergency. In the event of an emergency, the resident shall notify the Building Superintendent and the Managing Agent as soon as possible.

**19.8** If any construction work to be done requires interruption of building services, the building Superintendent or the Managing Agent must be notified at least 24 hours in advance of the commencement of such work, and a notice shall be posted.

**19.9** The shareholder will be responsible for the safe and clean removal of all debris and work materials from the alteration or renovation site.

**19.10** Access to the work area will be provided to the Managing Agent for the inspection of the work at its completion and while work is in progress.

**19.11** Please refer to alteration agreement.

**19.12** No work shall be done in the building unless House Rules are followed. If rules are violated there will be a \$500.00 fine per incident, per day. Work in apartments must be done during proper hours. If any faulty installation occurs, the resident will be solely responsible for correcting the problem and fined \$500.00 per incident, and/or dismissed from building permanently.

## **20 - Resale of Apartments**

**20.1** A non-refundable fee is required with each application form. The applicable form must be obtained from the Managing Agent or the Board of Directors.

**20.2** All proposed applicants intending to reside in a particular apartment must be present at an interview with the Board of Directors.

## **21 - Flip Tax**

**21.1** An amendment to the proprietary lease, voted and passed upon by shareholders on July 31, 2007, imposed a transfer fee (flip tax) on the transfer of shares of the Corporation. The transfer fee is a fixed

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sum payable upon the sale (transfer) of shares of the Corporation. It is an amount equal to six (6) months of maintenance for the unit, payable at time of closing.

## **22 - Sublet**

**22.1** Effective May 1, 2003, subletting of apartments is disallowed.

**22.2** Under special circumstances and at the Board's discretion, a resident shareholder may petition the Co-op Board to sublet his/her premises on a temporary basis for a duration no longer than one year. At the end of the one-year period, the Board may grant an extension upon shareholder request on a case-by-case basis.

**22.3** The person subletting the apartment ("Tenant") must complete an application and submit all financial materials as requested by the Board. The Board must approve the application before the sublet can commence.

**22.4** A sublet fee equal to 10% of the monthly maintenance fee in force at the time the sublet commences will be charged in addition to the shareholder's maintenance and is payable in advance in an amount representing one year's sublet fee by the shareholder at the beginning of the sublet. If the Tenant vacates or otherwise terminates the sublet before the term of the lease is completed, no refund of the sublet fee will be issued to the shareholder.

**22.5** If the shareholder should default in the payment of any maintenance charge, the Corporation shall receive the rent due from the subtenant. Shareholders who sublet an apartment must provide two months maintenance fees in force at the time of the sublet as a security deposit at the beginning of the sublet. When the sublet ends, the security deposit will be refunded. A fully endorsed one-year lease must be on file with the 255 Fieldston Buyers Corp., the Board of Directors and the Managing Agent.

**22.6** The Board reserves the right to terminate a sublet at anytime with or without cause and with or without notice.

## **23 - Not Permitted**

**23.1** Nothing shall be hung or shaken from the windows or terraces, or placed upon the window sills or ledges, terrace ledges or fire escapes.

**23.2** No radio, television aerial, satellite dish, etc. shall be attached to or hung from the exterior of the building, the ledges, terrace ledges or fire escapes. The building is wired for Optimum cable. See the Building Superintendent concerning hookup.

**23.3** No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any windows or other part of the building.

**23.4** No animals, including birds, are to be fed from the window sills, fire escapes, terraces, the rear of the building, public areas of the building or on the sidewalks around the building.

**23.5** Residents are not permitted to install any Jacuzzi or whirlpool bathtub device.

## 24 – Occupancy Limits

**24.1** Effective January 1, 2015, the following occupancy limits apply at the time the shareholder or tenant moves into the building:

Apartment size	No. of occupants	No. of pets*
One bedroom	No more than two occupants: <ul style="list-style-type: none"><li>▪ Two adults or</li><li>▪ One adult and one child</li></ul>	<ul style="list-style-type: none"><li>▪ No more than one medium-sized pet (not larger than 20” measuring from floor to top of back when standing).</li><li>▪ No more than two small pets (less than 20” measuring from floor to top of back when standing)</li></ul>
Two bedroom	No more than four occupants: <ul style="list-style-type: none"><li>▪ Four adults or</li><li>▪ Two adults and no more than two children or</li><li>▪ One adult and no more than three children</li></ul>	
Three bedroom	No more than five occupants: <ul style="list-style-type: none"><li>▪ Five adults or</li><li>▪ Two adults and no more than three children or</li><li>▪ One adult and no more than four children</li></ul>	

\*Defined as a dog or cat.

**24.2** The Board reserves the right to deviate from the chart above based on facts and circumstances.

**24.3** Any resident misrepresenting the number of occupants at the time of purchase or rental is subject to corrective action which may include a fine and/or eviction proceedings.

**24.4** Any resident found housing an unsafe number of occupants as deemed by the Board may be subject to corrective action up to and including eviction proceedings.

## 25 - Miscellaneous

**25.1** The Board of Directors has the right to curtail or relocate any space devoted to storage.

**25.2** No group tour, auction sale or exhibition of any apartment or its contents shall be conducted in any apartment or without the consent of the Board of Directors or its Managing Agent.

**25.3** Holiday or other decorations may be displayed on individual apartment windows and doors. As stated in section 18.4, holiday lights are permitted on balcony railings as long as they are firmly secured to the terrace railings. Holiday decorations are not permitted on the fire escapes.

**25.4** All complaints and questions regarding building services must be made in writing to the Managing Agent with a copy to the Board of Directors.

**25.5** The agents of the Board of Directors and any contractor or workman authorized by the Board, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such

apartment to ascertain whether measures are necessary or desirable to control vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, carpet beetles or other pests. If the Corporation takes measures to control or exterminate vermin, insects, carpet beetles or other pests, the cost shall be payable by the resident as additional rent or maintenance fee.

## **26 - Maintenance and Rent Rule**

**26.1** Effective November 15, 2000, maintenance and rent payments must be in the hands of the Management Office by the 10th of each month. Failure to comply will result in an \$80.00 late fee.

## **27 - Insurance**

**27.1** All shareholders must hold a current homeowners policy. General liability, contents, property damage and expiration date must be shown on the policy.

**27.2** The policy should have a Personal Liability amount of no less than \$300,000.

**27.3** The policy must have a Fungus/Mold Limitation Endorsement with no less than a \$10,000 limit.

**27.4** The policy must have a Back-Up of Sewer or Drain Endorsement with no less than a \$10,000 limit.

**27.5** 255 Fieldston Buyers Corporation is to be named as an additional insured.

**27.6** Failure of the shareholder to maintain the coverage described herein could expose the shareholder to substantial liability in the event of a loss that is not the responsibility of the Corporation.

## **Exhibit A: Parking Lot Rules and Regulations**

**A.1** The parking lot is for residents of 255 Fieldston Terrace. Only residents are permitted to own, park in or rent parking spaces.

### **A.2 Registration**

**A.2.1** The Property Manager maintains a list of all vehicles in the parking lot.

**A.2.2** It is your responsibility to notify the Management Company if any of this information changes.

**A.2.3** Failure to keep this information current could result in your vehicle being towed away at your expense.

### **A.3 Vehicles Parked In Your Space**

**A.3.1** Your parking lot space(s) is for the exclusive use of the vehicle(s) listed with The Property Manager.

**A.3.2** Only one vehicle is permitted to park in each spot.

**A.3.3** All vehicles parked in the lot must hold a valid state registration.

**A.3.4** It is understood that sometimes it is necessary to allow a guest to use your space for a limited period of time.

**A.3.5** Visitors are expected to follow all the rules and regulations for appropriate parking lot use.

### **A.4 Appropriate Use Of Your Space And The Lot**

**A.4.1** The spot is not to be used for making repairs such as oil changes or anything else that will leave the lot littered with refuse and residues, such as tires and other discarded materials. There is a garbage pail for small refuse. Anything larger is not permitted in the lot.

**A.4.2** All vehicles must fit in the spot (i.e., the vehicle must not extend past the painted lines). Please pull the vehicle as far into the spot as possible to allow other vehicles to pass and to backup.

**A.5** The parking lot gate must be closed and locked after a user leaves the lot (unless snow prohibits this action). When the gate is left open, for even a few moments, the lot is not secure.

## **Exhibit B: Terrace Rules**

### **B.1 Planters**

**B.1.1** Planters shall be self-contained units constructed of light weight materials such as fiberglass reinforced plastic. Planter boxes should be small enough so they can be moved as necessary by the building staff for cleaning and repair. No concrete planters shall be permitted due to their excessive weight.

**B.1.2** Planters shall contain a light weight soil, including peat moss, perlite, vermiculite, and topsoil. The weight of the soil when dry should be approximately 23 lbs/per cubic ft. and when wet should be approximately 35 lbs/per cubic ft.

**B.1.3** Total weight of the container and planter should not exceed 250 pounds per container. The building staff must be able to move the planter in the event of an emergency.

**B.1.4** Planters should not be placed closer than 4 inches to building walls or parapet walls so that rainwater can flow freely down the interior parapet wall and so that the roof base flashing can thoroughly dry after rain events.

**B.1.5** Dunnage or blocking must be provided underneath planter boxes with dimensions greater than 1'x1' to allow water to drain freely from the planters. In addition, dunnage or blocking shall allow the planter to be elevated above the terrace deck at least 2 inches in height, so that rainwater or water from other planters can flow unhindered towards the terrace drain. No planter shall be permitted to rest directly on the existing terrace surface.

**B.1.6** Any planters that become damaged (cracked, separated, etc.) shall be removed from the terrace or repaired immediately.

**B.1.7** Planters with plants should not extend greater than 60 inches (5 feet) above the terrace deck level. Plants shall be pruned as often as necessary so that the combined height of the planter and plant does not exceed the maximum allowable height of 5 feet.

**B.1.8** Climbing plants shall not be permitted to adhere to the building walls. No trellises are to be anchored into the building façade to facilitate the growth of plants along the façade walls.

**B.1.9** Planters, furniture or other personal property should not block egress. A clear walking path must be maintained on the terrace so that building staff can access the terrace from one end to the other.

**B.1.10** Plant boxes or flower pots can be attached, placed on, hung or suspended from terrace parapets, railings, building walls, etc. as long as these items do not threaten to damage the railings or parapets and do not pose a safety concern. The Board reserves the right to order the removal of such items if the safety of residents is in question.

**B.1.11** The resident/owner shall be responsible for maintaining the planters and keeping drains clear of ice, snow, leaves, soil and other debris. No planters shall be placed within 2 feet of an active drain.

**B.1.12** Planters may not obstruct windows for required light and air, and they should not create a nuisance to other residents above, below or to neighboring terraces.

**B.1.13** No planters, flower boxes or potted plants shall be placed on any outside window sills, stair landings, un-occupied or un-used setback terraces or other ledges of the building including the recently refurbished terrace railings.

**B.1.14** When requested, planters shall be moved or removed when they are found to interfere with needed scaffolding or repairs to the building's façades or terraces. The removal and reinstallation of any planters will be conducted at the sole cost and expense of the unit owner or unit tenant.

**B.1.15** The cooperative may at the unit owner's sole cost and expense remove any planter or appurtenance on the terrace which does not adhere to the Terrace Rules.

## **B.2 Furniture**

**B.2.1** All furniture must be movable. Furniture must not be temporarily or permanently attached to the building façades, parapets or terrace walking surfaces. No piece of furniture may exceed 75 pounds. All furniture must be maintained, so that it is kept in a near-new condition.

**B.2.2** No permanently mounted or temporarily mounted umbrellas are allowed on any terrace above the ground floor level at any time.

**B.2.3** All furniture legs including table, chairs, planter stands, etc. must have at least a ¼" Neoprene coaster (pad) underneath the leg so that the new waterproofing membrane is not compromised.

## **B.3 Prohibited Items**

**B.3.1** Terrace areas are not to be used for storage of bicycles, carts, snow tires, furniture, refrigerators, or other miscellaneous household items.

**B.3.2** The terrace area shall not be utilized for drying of laundry.

**B.3.3** Satellite dishes are prohibited from being installed on the balcony railing or any surface of the terrace deck.

**B.3.4** Nothing should be hung from the terrace ceiling, including lanterns, decorations, and planters.

**B.3.5** No surfaces of the terrace floors, walls, railings, soffits, may be painted, coated and/or decorated unless express approval has been requested in writing and granted in writing by the board.

**B.3.6** Balcony enclosures and/or sheds are not permitted. Nothing shall be attached to the railings without prior board approval.

#### **B.4 Electrical Light Fixtures and Power**

**B.4.1** Electrical work must conform to the requirements of the NYC Electrical Code. An Electrician licensed by the City of New York must conduct all electrical work. When required, an Electrical Application must be filed with the NYC Department of Buildings.

**B.4.2** Outlets, switches, light fixtures, etc. must be weatherproof and labeled by Underwriters Laboratories or approved by the NYC Board of Standards and Appeals for exterior use.

**B.4.3** Conductors must be routed through the approved waterproofed conduit and/or armored cable. Armored cable may not be exposed at the exterior. Armored cable must be concealed within the wall interior finishes. Armored cable may not be “buried” within the brick masonry walls.

**B.4.4** Light gauge wire, that is 14, 16 and 18 gauge wire “extension cords”, may not be used unless specifically intended for exterior use. The cords may not be longer than 15 feet. The “extension cords” must be labeled by Underwriters Laboratories and listed specifically for exterior use. Light fixtures connected to the electric power distribution system must be labeled by Underwriters Laboratories and listed specifically for exterior use or approved by the NYC Board of Standards and Appeals.

**B.4.5** If at any time the unit owner or resident permanently removes or relocates a light fixture, all damaged brickwork must be repaired or replaced at the unit owner’s expense. The cost for any water infiltration damage into other units due to unrepaired brickwork will be the responsibility of the terrace unit owner.

#### **B.5 Barbecues**

**B.5.1** No propane, gas fired, electric, charcoal or natural gas fired barbecues are allowed to be used on any terrace.



## **Exhibit C: Smoking Policy**

The Board of Directors of 255 Fieldston Buyers Corporation, (hereinafter referred to as the "Corporation"), has implemented and established a Smoking Policy - House Rule, ("Policy"), that specifically requires that current Shareholders and residents refrain from smoking in the designated common areas of complex, and prevent both secondhand smoke and noxious odors from migrating, infiltrating, penetrating and/or entering into the common areas and other apartments.

The rationale and purpose for the implementation and establishment of this Policy is to highlight the serious concerns of the Board of Directors for the health and safety of the cooperative community due to the known adverse health effects of secondhand smoke and increased risk of fire. This Policy applies to all Shareholders, residents, subtenants, roommates, guests, employees, contractors, caregivers and service personnel, including members of their immediate family, (hereinafter collectively referred to as the "Resident"). The term "smoking" means inhaling, exhaling, breathing, chewing or carrying a lighted cigar, cigarette, pipe or other tobacco product or a similar lighted product or electronic smoking device, [E-cigarettes/vaping] in any manner or in any form. Current Shareholders and Residents of the building will be prohibited from smoking in any of the common areas of the complex, including but not limited to the lobby, entry, hallways, stairwells, corridors, elevator, garage, rooftops/decks and courtyards. Outdoor smoking is strictly prohibited on terraces, balconies and within thirty (30') feet of the building.

Moreover, secondhand smoke can also cause and/or create a noxious offensive odor condition, and discolor the hallways walls and doors, besides adversely affecting your health. Accordingly, the Corporation reserves all of its rights and remedies to require that any current smoker make reasonable accommodations to their neighbors including but not limited taking necessary steps and realistic measures to effectively prevent the migration of secondhand smoke in order to contain such smoke and/or odors and/or otherwise prevent the secondhand smoke and odors entering into other apartments and/or the common areas of the building.

These reasonable accommodations, steps and measures include but are not limited to obtaining the cooperation of the Resident and/or demanding compliance to reduce the level of smoke or rooms in which smoking occurs, installation of fans inside apartment, application of weather stripping, foam insulation, and/or performing remedial work to close possible building gaps or cavities to prevent the migration, infiltration or penetration of smoke into adjoining apartments and all common areas, hallways, stairwells, rooftops/decks, basements, or garages, such as caulking baseboard openings, crawl spaces, dumbwaiter, plumbing/heating chases, conduits, radiators, vents or electrical fixtures, outlets and circuit breaker boxes.

Please note that the Corporation's adoption of the Policy does not ensure that there will be no second-hand smoke or odors. Furthermore, the inability or failure by the Corporation to effectively enforce the Policy and/or respond to a complaint filed regarding smoke or odors shall not be construed as a breach of the warranty of habitability or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction.

In furtherance of the Policy, the failure and/or refusal to act in compliance with this Policy shall constitute a material defect and substantial breach under the Proprietary Lease and the Corporation reserves all of its rights and remedies to obtain compliance and enforce the Smoking Policy - House Rule.

## **Exhibit D: FTGather Common Space (2C)**

The FTGather common space in 2C is a shared space and all House Rules and policies (e.g., noise and smoking policies) apply therein. Common courtesy, cleanliness, and shared responsibility ensure that this is an enjoyable resource for all residents to utilize and doesn't disturb residents who may reside near or above this space. The space is open to residents 24 hours a day for reasonable use and may be exclusively reserved subject to availability.

The following policies apply to this space:

**D.1** The room is intended for reasonable use and enjoyment by residents and their guests.

**D.1.1** The same noise regulations and considerations apply as they would in one's own unit and throughout all other locations in the building.

**D.1.2** There shall be no sleeping or excessive noise in this space.

**D.1.3** FTGather is available exclusively to residents (shareholders and tenants) of the co-op and their guests.

**D.1.4** No guests will be allowed in the FTGather unless an adult resident of the building accompanies them.

**D.1.5** There shall be no smoking of any kind in this space or any other common area.

**D.1.6** Whether using the room during open hours or for a reservation, the door must remain closed to minimize noise to nearby units.

**D.1.7** Anyone using the space, whether during open hours or by reservation, must leave the space clean and orderly upon exiting. Residents must immediately inform the superintendent of any non-working appliances as well as any damage that ensues during use of the room and the appliances therein.

**D.1.8** Residents using the space either as a reservation or during open hours will be held liable for any damage or mess as a result of their usage and may be subject to a cleaning fee or charged for any damage, loss or required replacement of furniture, appliances, or other amenities.

**D.1.9** All policies and guidelines for reservations also apply to residents using the space freely without a reservation.

**D.2** The space may be exclusively reserved by a resident for a specific period of time, subject to availability.

**D.2.1** Reservations should be made at least 48 hours in advance by:

a) contacting the managing agent at Robert E. Hill,

- b) returning a signed copy to the managing agent of acceptance of the policies outlined herein and liability for any damage to the room or resources and appliances therein,
- c) paying a non-refundable fee in advance based on the following schedule:

1-2 hours: \$100

3-4 hours: \$150

5-6 hours: \$200

And

- d) providing the following information by email to the managing agent:

- Shareholder and tenant names as applicable
- Unit number
- Contact phone number
- Purpose of use
- Date and time of use
- Expected number of adult guests
- Expected number of minor guests

**D.2.2** Upon conclusion of the reservation, the reserving resident must:

- a) leave the room clean and orderly (there are cleaning supplies and a vacuum available in the room), and
- b) inform the superintendent of the completed reservation so that the superintendent may inspect the space shortly thereafter.

**D.2.3** The reserving resident is solely responsible for any and all accidents or injuries to persons or property resulting from the use of facilities.

**D.2.4** The reserving resident shall be responsible for the control and supervision of all people in attendance. Adults must supervise children at all times.

**D.2.5** The reserving resident shall take care to see that no damage is done to the facility and that all of the attendees conduct themselves in an orderly manner in and around the facility. If the behavior of any individual or the group is deemed inappropriate or unsafe for any reason, the function may be stopped in progress and denied further use of the facilities at the sole discretion of the managing agent, superintendent or Board of Directors. In addition, if it becomes necessary during the course of the function to summon the police for any reason, additional fees may be charged.

**D.3** All personal items must be removed immediately upon completion of event. The building is not responsible for items, and/or equipment left after an event.

**D.4** Reserving resident may display freestanding decorations and tablecloths, including banners, streamers and signs. The reserving resident is responsible for setting up and taking down decorations. Banners and streamers must not leave marks on the walls.

**D.5** Live music and DJs are not permitted.

**D.6** All catering and service personnel and other outside vendors must be accompanied to the facilities by the host of the party. Caterers, service personnel and outside vendors must provide proof of insurance. No boxes, catering supplies, etc. may block the elevator lobby or stairwell exits at any time.

**D.7** Use of refrigerator and sink is available. Residents may use these amenities during an event, but all leftover food must be removed or discarded at the end of the event. Appliances to heat food are not available. However, residents may provide their own electric heating element to plug into any electrical outlets.

**D.8** Under-aged drinking is strictly prohibited. If this occurs, the event will be stopped immediately. The reserving resident is responsible for making sure that under-aged drinking does not take place.

**D.9** Use of FTGather is at the risk of residents and their guests. In consideration of making FTGather available to residents, residents acknowledge and agree that Fieldston Towers, 255 Fieldston Buyers Corporation, its Board of Directors, its shareholders, its Managing Agent, its agents and employees are not responsible for and are hereby released and discharged from all claims, losses, damages, liabilities or demands of any kind on account of any damage, injury or other effect upon the health or physical condition of any person in attendance, which may occur as a result of their use of FTGather or their presence therein, other than those caused by reason of the cooperative's negligence or the negligence of its employees and agents. The reserving resident assumes full responsibility for any injuries or damages which may occur to any person in attendance, or for any loss or theft, or damage to personal property, which may occur on the premises during the course of the event.

**D.10** Any dispute or questions concerning the use of FTGather may be resolved by the Board of Directors and the decision of such Board shall be in all respects binding upon the reserving resident.

**D.11** Failure to comply with these rules will result in loss of access to FTGather and may result in charges to the resident as applicable.

**D.12** These policies and fees are subject to change at the discretion of the board and managing agent.

## **Exhibit E: COVID-19**

Please refer to the separate attachment titled “Fieldston Buyers Corp. COVID SAFETY PLAN July 1 2020.pdf”