

# **“THE NORTHGATE”**

**105 Northgate Tenants Corporation  
105 Garth Road  
Scarsdale, NY 10583**

**Information Guidebook  
and  
Rules and Regulations**

**Visit**

**[www.NorthgateCoop.com](http://www.NorthgateCoop.com)**

**For Information and a Copy of this Document**

**Contact: [info@garthchesterrealty.com](mailto:info@garthchesterrealty.com)**

**PLEASE KEEP THIS GUIDEBOOK FOR YOUR RECORDS  
OR FOR ANY FUTURE RESIDENTS**

**Updated: 2024**

*TABLE OF CONTENTS*

<b>A</b>	<b>INTRODUCTION</b>	<b>4</b>
	<b>General Information</b>	<b>4</b>
	<b>Important Telephone Numbers</b>	<b>4</b>
	<b>The Managing Agent</b>	<b>5</b>
	<b>The Board of Directors</b>	<b>5</b>
	<b>The Building Staff</b>	<b>7</b>
	<b>Getting Involved</b>	<b>7</b>
	<b>Building Events</b>	<b>7</b>
	<b>Northgate Website</b>	<b>7</b>
<b>B</b>	<b>FINANCIAL OVERVIEW</b>	<b>8</b>
	<b>General Information</b>	<b>8</b>
	<b>Monthly Maintenance</b>	<b>8</b>
	<b>Minimum Purchase Requirements</b>	<b>9</b>
<b>C</b>	<b>MOVE IN/OUT PROCEDURES</b>	<b>10</b>
	<b>General Information</b>	<b>10</b>
<b>D</b>	<b>SAFETY AND BUILDING SECURITY</b>	<b>12</b>
	<b>Fire Safety</b>	<b>12</b>
	<b>Building Security</b>	<b>14</b>
	<b>Emergency Access to Apartments</b>	<b>15</b>
<b>E</b>	<b>BUILDING FACILITIES</b>	<b>16</b>
	<b>Laundry Room</b>	<b>16</b>
	<b>Bicycle and Air Conditioner Storage Areas</b>	<b>17</b>
<b>F</b>	<b>WINDOWS, AIR CONDITIONERS AND DOORS</b>	<b>18</b>
	<b>Windows</b>	<b>18</b>
	<b>Air Conditioners</b>	<b>18</b>
	<b>Doors</b>	<b>19</b>
<b>G</b>	<b>RULES AND REGULATIONS</b>	<b>20</b>
	<b>Acceptable Use Policy</b>	<b>20</b>
	<b>No Smoking Policy</b>	<b>20</b>
	<b>Carpeting Regulation</b>	<b>20</b>
	<b>Noise Policy</b>	<b>20</b>
	<b>Waterbeds</b>	<b>21</b>
	<b>Hallways</b>	<b>21</b>
	<b>Visitors</b>	<b>21</b>
	<b>Violations</b>	<b>21</b>
<b>H</b>	<b>PET POLICY</b>	<b>22</b>
<b>I</b>	<b>INSURANCE REQUIREMENTS</b>	<b>23</b>
<b>J</b>	<b>BUILDING SERVICES</b>	<b>24</b>
	<b>Exterminator</b>	<b>24</b>
	<b>Repairs</b>	<b>24</b>

	<b>Cable TV</b>	<b>25</b>
	<b>Mail, Newspapers &amp; Telephone Lines</b>	<b>25</b>
	<b>Heating System</b>	<b>26</b>
<b>K</b>	<b>CONSTRUCTION AND RENOVATION</b>	<b>27</b>
<b>L</b>	<b>WATER DAMAGE AND OTHER RESPONSIBILITIES</b>	<b>29</b>
	<b>Leaks which the cooperative may assume responsibility</b>	<b>29</b>
	<b>Leaks, which the shareholder may be responsible</b>	<b>29</b>
	<b>Other responsibilities</b>	<b>30</b>
	<b>Bathroom/Kitchen Repairs and Renovations</b>	<b>31</b>
	<b>Bathroom Grouting</b>	<b>31</b>
	<b>Plumbing Valves</b>	<b>31</b>
	<b>Apartment Inspections</b>	<b>31</b>
<b>M</b>	<b>RECYCLING AND TRASH REMOVAL</b>	<b>32</b>
	<b>Recycling</b>	<b>32</b>
	<b>Trash Removal</b>	<b>34</b>
	<b>Sanitary Removal</b>	<b>34</b>
<b>N</b>	<b>PARKING</b>	<b>35</b>
	<b>Street Parking</b>	<b>35</b>
	<b>Municipal Parking Areas</b>	<b>35</b>
	<b>Private Parking Facilities</b>	<b>35</b>
<b>O</b>	<b>COMMUNITY INVOLVEMENT</b>	<b>37</b>
	<b>The Garth Woods Conservancy</b>	<b>37</b>
	<b>The Garth Road Council</b>	<b>37</b>
	<b>The Garth Road Community Garden</b>	<b>37</b>
	<b>Lake Isle Park</b>	<b>37</b>
<b>P</b>	<b>SUBLETTING</b>	<b>38</b>
	<b>Sublet Policy</b>	<b>38</b>
	<b>Sublet Procedure</b>	<b>39</b>
<b>Q</b>	<b>THE APPLICATION PROCESS</b>	<b>41</b>
	<b>Preferred Minimum Requirements</b>	<b>41</b>
<b>R</b>	<b>THE STAR PROGRAM</b>	<b>44</b>
	<b>FORMS ATTACHED:</b>	
	<b>APARTMENT INSPECTION FORM</b>	<b>45</b>
	<b>PURCHASE AFFIDAVIT</b>	<b>46</b>
	<b>EMERGENCY CONTACT FORM</b>	<b>48</b>
	<b>MOVE-IN/MOVE-OUT NOTIFICATION FORM</b>	<b>49</b>
	<b>STORAGE BIN AGREEMENT</b>	<b>50</b>

**1. General Information**

The purpose of this Guide is to provide all Shareholders and Residents (hereinafter “Residents”) with information and answers to questions that may arise regarding day-to-day living at **105 Northgate Tenants Corp.** (hereinafter “**The Northgate**”). In no case should any of the material presented be construed to contravene the Corporation’s By-Laws, Proprietary Lease, House Rules or any Amendments thereto, or directives of the Board of Directors.

Cooperative living by its very definition creates certain interdependence among all Residents. The Rules and Regulations governing **The Northgate**, which have been codified and are part of this Guide, were adopted to provide a safe, clean and harmonious environment while simultaneously protecting and enhancing each owner’s investment. Violations of the Rules and Regulations can give cause for the Board of Directors to terminate any Proprietary Lease.

Contact the Managing Agent to clarify any of the contents of this Guide or for answers to questions not addressed. We recommend that you retain this booklet and insert miscellaneous correspondence and updates that you receive in the future.

**2. Important Telephone Numbers**

<b>Building Staff</b>	
Gano Metjajic	Superintendent (Works Monday to Friday 7am to 4pm) Shop: 914-725-3067 Mobile: 914-584-6499 Residence: Apt. 1G Office: B4
Part-Time Porter: Works Monday, Tuesday 7am - 11am, OFF Wednesday and Thursday, Friday 7am -11am, Saturday and Sunday 7am – 10am (Does not live on site part time only)	
<b>Hours and Days Subject to Change</b>	

Managing Agent

Garthchester Realty.....914-725-3600  
Emergency Number..... 866-246-0370

Town of Eastchester

Police Department (non-emergency).....914-961-3464  
Fire Department (non-emergency).....914-793-6400  
Office for the Aging.....914-793-5800  
Town Clerk (parking permits and other matters).....914-771-3300  
Building Department.....914-771-3317

Hospitals

Lawrence Hospital (Bronxville).....914-787-1000  
White Plains Hospital.....914-681-0600

**To register to vote in Westchester contact the Board of Elections at (914) 285-5700.**

<b>POLICE / FIRE / MEDICAL EMERGENCY.....911</b>
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### 3. The Managing Agent

Garthchester Realty is currently the Managing Agent for **The Northgate**. They are retained on the basis of an annual contract with an agreed fee. You can reach them at:

**Garthchester Realty Ltd.**  
440 Mamaroneck Avenue, Suite 512  
Harrison, NY 10528  
**Tel: (914) 725-3600**  
**Emergency Tel: 1-866-246-0370**  
Fax: (914) 725-6453  
Carol@GarthchesterRealty.com

**For information about the management team  
and other documents that can help visit:**

**[www.NorthgateCoop.com](http://www.NorthgateCoop.com)**

Garthchester Realty is open from 9:00 AM to 5:00 PM, Monday through Friday  
Their summer hours are 9:00 AM to 5:00 PM, Monday through Thursday and  
9:00 AM to 1:30 PM, Fridays.

***EMERGENCY SERVICE 1-866-246-0370***

In an emergency you can contact the Managing Agent 24 hours a day, 7 days a week and they will attempt to reach our Building Staff or another representative.

Correspondence with the Managing Agent is best put in writing and sent to the above address or via email. Requests for service or repairs must be placed in writing by utilizing one of the repair forms located outside the laundry room. These procedures will insure a timely and satisfactory response. **Do not include letters with your monthly common charge payment**, as it goes directly to a lockbox at the bank and is not opened by the Managing Agent.

### 4. The Board of Directors

**The Northgate** conducts business in accordance with the By-Laws and is managed by the Board of Directors. The Board of Directors is elected by the Shareholders at an annual meeting usually held usually the second Monday in September. A notice of the annual meeting is published about 30 days prior to the meeting. Any shareholder in good standing may run for the board. The managing agent provides a printed ballot so any shareholder seeking elective office should notify the managing agent in advance. Individuals may be nominated at the meeting as well. Shareholders who would like to participate in the annual election or vote on any other matters may submit a proxy to another shareholder to vote on their behalf if they are unable to attend the annual meeting.

Once elected, the five Directors elect the officers of the Corporation, those persons who carry out the duties of President, (2) Vice Presidents, Secretary and Treasurer.

A person who serves on the Board can anticipate attending at minimum one monthly meeting and devoting additional hours each month on Board matters.

The Board, in addition to participating at the Annual Meeting, usually meets once a month.

Prior to its official monthly meeting Shareholders may request to meet with the Board. Requests must be submitted in writing, and must explain the purpose of meeting with the Board. The Managing Agent will notify Shareholders if they will be able to meet with the Board, and at what time. After the Board finishes hearing from those in attendance, the Board of Directors will convene its official monthly meeting to manage the business of the Cooperative.

No Board member seeks nor enjoys special status, favor or compensation. Therefore, it is understandable why each member, when not actively engaged in Board business, should be afforded the same right to quiet enjoyment and privacy granted to all Residents.

The Board welcomes written comments from Shareholders. Comments may be directed to the Board and mailed to the Managing Agent or placed in the Northgate Mailbox located in each lobby.

While the Board is primarily constituted to deal with the financial, legal and operational affairs of the Corporation as an entity, it will be responsive to any Shareholder or Resident who has been unable to obtain satisfactory solution, through other channels, to any questions they may have relative to **The Northgate**.

In order for the Board to consider and act on any such matter, it is necessary that the Board be given the full facts of the situation in writing. A letter to the Board, in care of the Managing Agent, detailing the problem, along with an outline of what steps have already been taken to remedy the matter, will expedite a prompt response and, hopefully, a satisfactory disposition.

The Board and management maintain bulletin boards in each lobby for official building and community notices. Highlights of the monthly Board Meetings are posted in the bulletin boards in each lobby. There is also a bulletin board in the Laundry Room. Be sure to check them frequently.

## 5. The Building Staff

The building maintenance staff is comprised of one resident full-time Superintendent and one part-time Porter. The Superintendent, is generally on duty Monday thru Friday, and the Porter, is on duty Monday, Tuesday, Friday, Saturday and Sunday

The following are union holidays. The Managing Agent and Board will make every effort to ensure that the building has at least one staff member on duty, even during a holiday. However, if not on duty, only **emergency** work will be performed on these days.

UNION HOLIDAYS	
New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday

We ask that you bear in mind that, although the Superintendent is a resident, he works a regular schedule and is entitled to the same right to privacy as all Residents. He should not be disturbed when off duty unless there is an emergency.

## 6. Getting Involved

**The Northgate** has several active building committees including interviewing, maintenance, finance, social and landscaping. Please get involved!

## 7. Building Events

We have several parties each year at **The Northgate** including our annual Holiday party. We encourage all Residents (renters included) to attend these building functions.

## 8. Northgate Website

The site may be visited at [www.NorthgateCoop.com](http://www.NorthgateCoop.com).

### **1. General Information**

The operating expenses of the building need to be adequately covered by the income of the Cooperative. In addition to mortgage principal and interest, property taxes, insurance and staff salaries, operating expenses include all monies spent for the goods and services required to run and maintain our corporation on a daily basis.

Many of these costs are not static and are subject to fluctuations. The income currently consists of monthly maintenance charges imposed on all Shareholders, laundry concession, storage room income and various administrative fees, and is normally fixed from one year to the next. The income must cover operating expenses. If a deficit occurs, maintenance has to be increased to cover the additional costs.

The co-op also receives rental income from a studio apartment it purchased in the building. (Apartment 4F2) The corporation has no mortgage on this apartment and has made a profit even after deducting what it would normally receive in maintenance. The corporation also receives monthly income from the rental of the former porter's apartment located in the basement near the small storage room.

All Shareholders receive a copy of the Annual Financial Statement. **Please retain this Financial Statement, since you will need it for a future buyer if you decide to sell your apartment. There is a \$25 charge to replace the financial statement if necessary.** The statement is prepared by an independent certified public accounting firm and covers the calendar year January 1 through December 31. The budget covers the same period and is compared monthly to actual expenses to assure that expenses projected are reasonable. Statements are usually sent in May.

The Cooperative has a Reserve Fund designated for major capital improvements and extraordinary expenses originally funded by the Sponsor at the time of conversion. To account for inflation, the Reserve Fund should continuously grow. To accomplish this, the Cooperative makes an effort to contribute monthly to the reserve.

The Cooperative has deemed there should be an adequate Reserve Fund set aside and not be used as a part of our normal operating funds. The purpose of this fund is to provide a sufficient capital reserve.

### **2. Monthly Maintenance**

Maintenance payments are due on the first of each month. The maintenance is payable to **105 Northgate Tenants Corp.** Maintenance may be paid electronically. Contact the Managing Agent for details.

The Northgate has established an administrative fee of \$50 each month on any unpaid balances. Maintenance payments must be made before the 10<sup>th</sup> of each month in order to avoid an administrative fee. In addition, **The Northgate** charges an administrative fee on any checks returned unpaid for any reason by the payee's bank. These fees are billed on the next month's maintenance invoice and are due and payable together with all other charges.



**Shareholders are responsible for ALL LEGAL FEES incurred by the co-op in an effort to collect any maintenance or other administrative fees due the corporation.**

## 105 Northgate Tenants Corporation Preferred Minimum Requirements

These guidelines are not intended to limit the right of the Board of Directors to consider all information and factors deemed relevant by the Board.

1. Preferred Minimum Down Payment: 10%
2. Preferred Minimum Credit Score: 700 without judgements, bankruptcies, multiple late payments, etc.
3. Preferred Minimum Debt-to-Income Ratio: Less than 35%
4. Reserves after Closing: 12 months of maintenance and mortgage combined.
5. Northgate has a sublet policy that requires two (2) years of residency.
6. Preferred Minimum Income – must meet preferred Debt-to-Income Ratio. Overtime and bonuses will not be considered part of Income.
7. Clear background checks.

REQUIREMENTS SUBJECT TO CHANGE

VISIT [NORTHGATECOOP.COM](http://NORTHGATECOOP.COM)

**1. General Information**

Moving can be, according to experts, a physically exhausting and psychologically traumatic experience also having potentially adverse effects on your new neighbors. Careful planning should produce a more expeditious move lessening the impact of these conditions and having the added benefit of saving time and money. By making arrangements in advance with the building Superintendent, a smooth efficient move can take place.

The following rules apply for all moves into or out of the building and for all deliveries:

1. Moving in/out is allowed only on weekdays between 9:00 AM and 5:00 PM. There is no moving in/out of the building on Saturdays, Sundays or Holidays. No exceptions!

**Note: If a moving van arrives at the premises, due to extraordinary circumstances beyond your control, at an hour that makes it impossible to complete your move in/out by 5:00 PM, administrative fees may be imposed, including, but not limited to, the loss of your security deposit.**

While weekday deliveries are preferred, retail deliveries may be accepted on Saturdays, but only with the **approval and notification of the Building Staff**. Sizable household goods or personal effects must always be delivered through the north side service entrance. Some large items may require the use of elevator and apartment door protective pads. Please notify the staff if you are expecting a delivery.

2. Moving in/out **MUST** be through the north side basement door only.

Large objects are to be brought in/out through the north side basement door only, never through the main entrances. This applies at all times, and violations are subject to a minimum \$100 administrative fee. Residents moving into the first floor may use the main entrance, but must do so only after approval from the Board of Directors, the Managing Agent and the Superintendent.

3. Both the Managing Agent and the Superintendent must be notified at least one week in advance of any move. **No one will be allowed to move in/out without proper notice.**

The Building Staff has protective padding for both the elevator and your apartment door. This must be used for any move in/out. You will be held responsible for any damage to the elevator or apartment doors. **Upon completion of your move in/out please notify the staff so that they may retrieve the protective pads. Any pads not returned will be replaced at your expense, and may jeopardize the return of your security deposit. Walls, ceilings and floors should all be protected to prevent damage.**

4. No vehicles, including cars, trucks, vans or moving vehicles may be parked on the north side of the building.

Vehicles parked behind the building or on the side may be subject to parking tickets from town or county authorities and may be subject to towing at the owner's expense. **No parking between The Northgate and the adjacent building.** The area behind the building is part of the Garth Woods Reservation and is maintained by Westchester County. We are subject to their rules and regulations.

**5. Any individual moving in or out must submit a \$500 security deposit. The security deposit must be submitted to the Managing Agent and is payable to 105 Northgate Tenants Corp. No one will be allowed to move in or out of the building without submitting the security deposit.**

**Security deposits will be returned only if the following conditions are met:**

1. The Building Staff inspects all public areas and determines if any damage has been caused as a result of the move in or out of the building. The security deposit will be returned if there is no damage and if **all the rules and regulations have been complied with**. Shareholders are ultimately responsible for the move in/out of their subtenants.
2. Proof of homeowner's insurance has been provided to the Managing Agent.
3. The Building Staff must have a key to access the apartment.

**6. Building security must be maintained at all times during any move into or out of the building. Accordingly, all outer doors must be kept closed when not in use, and must be closely monitored at all times to preclude unauthorized entry to the building.**

**Do not drag large items across the basement floor, since it will scratch easily. Damage to the basement floor will result in forfeiture of your security deposit.**

**Note: Administrative fees will be imposed if there are any violations in the move in/out procedure.**

Please be sure to let us know how you would like your name to appear on the resident list at the intercom system. No tape or label maker labels are allowed for the mailboxes or front intercom.

Be sure to contact the Building Staff or Managing Agent if there are any subsequent changes to be made to your name as it would appear on the intercom list. We prefer that all information be up-to-date.

**KEEP ALL BASEMENT DOORS CLOSED  
WHEN NOT IN USE!**

**FIRE SAFETY**

**1. Smoke Detectors**

State law and our House Rules require that all apartments have at least one operating smoke detector. We strongly recommend that everyone consider having one in each room. Residents are reminded to inspect smoke detectors periodically. The Eastchester Fire Department has advised us that all smoke detectors should be replaced after ten years of use. There are smoke detectors in the common areas of **The Northgate**. If you hear a beeping noise, please notify the staff since the detector may need replacing.

**Carbon Monoxide Detectors**

State law requires the installation and maintenance of carbon monoxide detectors. Carbon monoxide is an odorless and tasteless gas that kills more than 500 people each year. The units are best installed in the immediate vicinity of the bedrooms. They should be UL certified, and operated according to manufacturer instructions. Combination smoke/carbon monoxide detectors can also be used.

**OUR STAFF HAS A LIMITED SUPPLY OF SMOKE AND CARBON MONOXIDE DETECTORS AVAILABLE FOR PURCHASE. THE CHARGE WILL APPEAR ON YOUR MAINTENACE BILL!**

**Natural Gas**

Natural gas has a chemical odor added before it reaches you. If you smell gas leave the premises immediately. Don't light a match or turn on lights or appliances. If possible, open the window to air out the area. Report all gas leaks to Con Edison by calling 800-752-6633 24 hours a day, seven days a week.

**2. Fire Extinguishers**

There are fire hoses in the hallways of our building that the fire department may use in case of fire. However, in order to protect the belongings in your apartment, you may want to buy a fire extinguisher. If you choose to buy a fire extinguisher, please make sure that you understand how to use it, and for which kind of fire you may use it on. The fire extinguisher that is recommended is Dry Chemical ABC, which can be used for all types of fires. In addition, if you have a fire extinguisher, please inspect the pressure gauge or the expiration date, and have it charged if necessary.

**3. Evacuation Procedure**

Residents are advised to discuss drill and evacuation procedures with all members of their households. If you are able to safely leave your apartment do so. If you cannot exit safely put a wet rolled up towel in front of the door to prevent smoke from getting in. If the fire is in your apartment, leave the apartment and close the door tightly behind you. During a fire smoke and heat rise, so stay low 12 to 14 inches above the floor. Upon exiting your apartment, whether you are evacuated or leave because the fire is in your apartment, **leave the door unlocked in order to provide access to fire fighters who will not have keys to The Northgate apartments. The fire department may break any doors that are not open.**

Know more than one way out of the building. In case of fire, do not use the elevators unless instructed to do so. Use the enclosed stairways. Count the number of doors to the exit stairs so in a smoky condition you can crawl to the stairway. Have your family decide on a place to meet once outside. Residents are not allowed to leave items in the stairways.

#### 4. Other Fire Safety Precautions

##### **Kitchen Safety:**

- Never leave food on the stove unattended.
- Keep the area around cooking surfaces clear of any items that might burn.
- Avoid wearing loose fitting clothing around cooking surfaces.
- Turn pot handles inward.
- For grease fires slide lid over the pan and turn off the burner.
- Keep fire extinguishers within easy reach.

##### **Space Heaters:**

- Keep a 3-foot area around the heater clear.
- Turn the heater off if you are leaving your residence.
- Kerosene or propane heaters are not allowed.
- Keep children and pets away.
- Turn off the heater if it gets knocked over.

##### **Electricity:**

- Don't overload outlets.
- Don't use extension cords in place of permanent wiring.
- Don't put cords under rugs.
- If an appliance has an unusual smell or feels hot do not use it.

**Do not use your gas range or oven to heat rooms because this can reduce oxygen levels and build up carbon monoxide.**

**Apartment Doors are designed with a spring to be self-closing. If your door does not close, please speak to the building staff.**

#### 5. Gas Connectors

The Board wishes to remind Residents about certain gas connectors that may leak and can cause fire or explosion in apartments. If the brass flexible connector has not been replaced in your apartment during a kitchen renovation, then you may have a connector that needs replacement. The cost to replace the connector can run between \$125 and \$200, depending on the work involved. This repair is a Shareholder responsibility; however, Residents should not move stoves on their own as this could cause further damage to the connectors. The Managing Agent and **105 Northgate Tenants Corp.** are not responsible for the replacement.

**During a kitchen renovation, if a gas line is relocated the management must be notified. A permanent record of the location of the gas line is imperative.**

**In case of FIRE call 911 immediately.  
Even a small fire can spread and do a great deal of damage.**

## BUILDING SECURITY

Building security is not only an issue for the Board and Building Staff but, as a Resident, you are the first line of defense in observing and maintaining a secure environment.

**We have an extensive video surveillance system that can be reviewed if necessary.**

For quality assurance, be sure to have all keys professionally duplicated. **The front door key cannot be duplicated. Extra keys are available from the Superintendent for a fee.** The front door key also operates the side basement doors, the bike room off the laundry room, and the storage rooms.

**We urge Residents to be mindful of building security.  
Keep all doors closed and secure.**

**1. Under no circumstances should you allow anyone entrance into the building unless they identify themselves properly. Residents should also double lock their doors whenever possible.**

2. When you are buzzed on the intercom, always ask who it is. If you cannot identify the person, do not press the buzzer allowing them entrance into the building. This applies to vendors and other sales people who often ring bells to gain entrance.

3. If you notice any outside doors ajar, please close them. Some people put rocks or wood to hold the doors open. Please close them. This is particularly important during any move in or out of the building. Doors should be kept closed or monitored at all times during a move.

4. When you enter/exit the building be sure the door closes properly behind you.

5. If you are away please be sure to either stop your mail and have it held at the Post Office (914-725-0654) or have a neighbor pick it up for you. Cancel your newspaper or have a neighbor take it in on your behalf.

6. If you see what you believe to be an unauthorized entry into the building or anyone of suspicious nature lurking on the property, report the incident IMMEDIATELY to the staff, Managing Agent or Police.

7. If you expect a delivery of merchandise or a contractor to work in your apartment, you **MUST** notify the staff a minimum of **24 hours** in advance and must use the north side basement entrance. No unauthorized visitors will be permitted access if you are not at home and especially if you have not left instructions.

8. Residents are **not** permitted on the roof. Door alarms will sound if opened.

9. **The Northgate** will maintain and repair malfunctions to the central intercom system. **We are not responsible for individual doorbells.**

10. No **tag sales** are allowed at The Northgate. **Open Houses** may be conducted so long as there are no signs on the property.

## EMERGENCY ACCESS TO APARTMENTS

**Residents are required to provide keys to their apartment to the Corporation. Security Deposits will not be returned unless the corporation has a key to your apartment.**

The Proprietary Lease provides **The Northgate** the right of entry to all Shareholders' spaces under certain specified conditions. Keys are kept in a secure lock box by the Building Staff.

In the event of an emergency requiring entry to an apartment for which keys have not been given to the Corporation, forcible entry may be used and the cost to repair all damage caused by such entry shall be charged to the Shareholder. Such entry may include, but is not limited to, fire, smoke and water leaks.

**All new residents are required to complete the Contact Form located at the end of this guidebook.**

It is suggested, in addition to the foregoing requirement, that each Resident consider giving an extra set of keys to a neighbor to facilitate access in the event of an emergency.

Residents are encouraged to install new locks after they move into the building. If new locks are installed, please supply the new key to the Building Staff.

**Laundry Room**

**The Laundry Room is open 24 hours a day, 7 days a week.**

The room is located in the basement on the south side of the building. Please be considerate and keep the noise to a minimum in the evening.

**The Laundry Room is equipped as follows:**

- 4 Commercial Washers
- 1 Wascomat Washer
- 6 Commercial Dryers

Our Laundry Room uses a state-of-the-art computerized card system. Prior to moving in you should obtain a card from the prior owner. If this is not available, you may purchase a card from the card machine in the laundry room. It is also possible to use a mobile device by download the app.

Please be considerate of your neighbors and leave this room clean. Residents are entitled to remove any laundry from a machine left unattended. Please clean the lint filters after each use of the dryer. **The Laundry Room is for use by Northgate Residents and their employees only.**

Do not use too much detergent as it may cause drainage problems. Also be mindful to where to use powder detergent and where to use liquid. Pods go into the machine.

**Any laundry left unattended will be removed by the staff. Any laundry left in the room for more than 7-days will be discarded.**

If a machine becomes inoperable, please place a repair tag on it and notify the staff. Any questions regarding the laundry facilities, including refunds, should be directed to:

**Hercules Corporation at (800) 526-5760 or (516) 822-9300.**

**WASHERS AND DRYERS  
ARE NOT ALLOWED IN APARTMENTS.**

**Storage Rooms**

**The Northgate** has a two storage rooms located in the basement. The room in the south side basement consists of over 35 individual storage bins and bicycle racks which are available to all shareholders. A second storage room (4 units) is located in the mid basement area. Storage bins have a monthly fee that is paid yearly. **INSTALLMENT PAYMENTS ARE NOT ALLOWED.** The large storage room also has bike storage which are free to use. The room is locked and secure, and residents are responsible for the



security of their own bins. For availability, rules and rates contact the managing agent. The Northgate holds no responsibility for items in the storage room.

If units are not available there will be a waitlist and residents should contact the managing agent. Rentals will not be allowed without a signed storage agreement.

All items in the storage room must be in lockers. **NO LOOSE ITEMS PLEASE!**

**Storage Room Agreements are available on line at [Northgatecoop.com](http://Northgatecoop.com) and attached to the end of this guidebook.**

## **NO STORAGE OF LITHIUM ION BATTERIES, E-BIKES OR ANY HAZARDOUS MATERIALS**

### **Bicycle Storage Room**

We have a storage room for bicycles (no fee) located in the basement off the laundry room. Only bicycles are to be stored in the bike room. Bikes should be tagged for identification. Do not use more than one hook per bicycle. Please be sure the door closes tightly upon exiting. The Northgate holds no responsibility for bikes stored in the bicycle room.

There is also bike storage in the large storage room located near the south side basement door. This bike storage is free of charge. Additional space can be found outside the super's shop.

<p><b>We require that bicycles be securely locked and tagged. Any bikes not tagged with your name and apartment number may be discarded.</b></p>
--

Once a year, the Managing Agent may request that all bicycles be tagged to identify ownership. This labeling may be done by attaching a luggage tag to the handlebars, or by simply putting a piece of tape on the bicycle and indicating your name and apartment number. After proper notification to all residents, the Building Staff will remove any bicycles not labeled, as it will be assumed that former Residents of the building have abandoned them.

**Bicycle Sundays are great in the spring and the fall on the Bronx River Parkway!**

### **Air Conditioner Storage**

**The Northgate provides for free seasonal air conditioner storage.** Air Conditioners are securely stored inside the Superintendent's shop. Access can only be made by contacting the Super or the Porter, during regular hours. Generally, air conditioners can be stored from Labor Day until Memorial Day. It is the shareholder's responsibility to move air conditioners. All air conditioners must be tagged. **Building staff will remove and discard any air conditioners stored after Memorial Day.** Shareholders will be charged for building removal of discarded units. Remember; do not put holes in the window when you install an air conditioner. The building staff may remove or install air conditioners for a fee.

**1. Windows**

**The Northgate** has maintenance-free thermal windows. To clean, simply raise the lower sash enough to allow the handbar to clear; press in the two tabs at the top of the sash, drop inward from the top and clean. To clean the top sash leave the bottom window down, pull the top sash down until it clears the upper frame, pull down and press in the two tabs at the top of the sash. Return both windows to the original position and lock.

Residents are responsible for keeping the windows of their apartment clean. House Rules authorize the Managing Agent or Building Staff to clean the windows at a shareholder's expense if they are not properly cared for. For safety and insurance reasons, **The Northgate** does not hire outside contractors to clean windows. Our windows provide for easy cleaning by Residents.

**Window Guards**

Any Resident with small children should consider purchasing window guards. At this time there is no requirement by state or local law for the co-op to install window guards in those apartments where children reside. If a shareholder wishes to install window guards a professional installer may do it. It should be noted that any damage caused by the installation of the window guards to the building, including leakage into the apartment, would have to be repaired at the shareholder's expense.

Occasionally Residents may find difficulty with the windows not moving up or down properly. Sometimes, the window will not stay up in place. This problem is caused by worn out "balances", which can be replaced by the Superintendent at the Cooperative's expense. Please report this to the Superintendent by using a maintenance repair form located outside the laundry room.

**2. Air Conditioners**

Air conditioners are not to rest on the windows or rely on the window for support. Air conditioners may be installed by anyone familiar with the rules and regulations. The Superintendent will on request install an air conditioner and charge an appropriate fee.

The Board and Managing Agent reserve the right of final approval of any air conditioner. Units must be connected only to grounded outlets of the proper rating. Residents should make every effort to prevent units from dripping over public walkways. Residents should make sure that they are not exceeding the electrical capacity of their apartments. **Contact the Managing Agent for all questions regarding air conditioners, their installation and the appropriate electrical service required.**

**Absolutely no holes are to be drilled into the window frames.  
Shareholders will be held liable for any holes drilled into a frame.**

### 3. Doors

**Shareholders may not change or modify apartment doors in any way without the permission of the Managing Agent.** Worn brass kick plates may be replaced at the owner's expense by contacting the Managing Agent or Superintendent. The corporation will absorb all labor, but a shareholder must pay for the cost of the new kick plate.

Protective pads are available for moves in/out. Any repainting of doors would be a shareholder responsibility.

**Per the Eastchester Fire Department doors must close automatically. Please contact the superintendent for any necessary repair.**

**1. Acceptable Use Policy**

Apartments in **The Northgate** are for residential use only, as set forth in the Proprietary Lease. Specifically, apartments may not be used as medical or professional offices of any type, unless approved by the Board of Directors.

**3. No Smoking Policy**

**THE NORTHGATE IS A NO SMOKING BUILDING  
THIS INCLUDES ALL APARTMENTS, COMMON AREAS AND ANYWHERE  
ON THE PROPERTY**

No smoking in any common areas of the building including hallways, the elevators, the Laundry Room or the Community Room. Smoking is also not allowed in the front courtyard of the building.

**3. Carpeting Requirement**

**Apartment floors must be at least 80% covered with carpet and padding. If the building Management receives a noise complaint regarding your apartment they will inspect your apartment to ensure you are in compliance with this policy. All areas of your apartment must be in compliance to this rule with the exception of bathrooms and the cooking area of kitchens; the dining portion must adhere to the policy.**

**Please be considerate of your downstairs neighbor. Take shoes off while in your apartment and keep your music/TV on an acceptable volume**

**4. Noise Policy**

No Residents shall make any disturbing noises that would interfere with the rights, comfort or convenience of other Residents. No loud noises, such as stereos or vacuuming, are permitted between 10:00 PM and 8:00 AM, weekdays, or before 10:00 AM on weekends.

Please be considerate of your neighbors. It is necessary to control the volume of radios, stereos, TV's, musical instruments and other amplified devices so that they do not disturb Residents of other apartments. We recommend that stereo speakers not be placed directly on the floor. Noisy or disorderly conduct that disturbs other Residents will not be permitted. All Residents of **The Northgate** are entitled to a pleasant environment.

In case of excessive noise, a resident should first try to resolve the problem directly with their neighbor. If this is not successful in securing a resolution, the resident should contact the Managing Agent.

## 5. Water Beds

Waterbeds are specifically prohibited from use in any apartment of this building.

## 6. Hallways

No doormats are allowed. Please do not leave shoes, umbrellas, bicycles or other personal belongings in the corridors. **Do not place anything on the corridor windowsills.** Management reserves the right to remove anything, including plants that are placed on hallway windowsills. All hallway window must to be closed, especially in the winter months.

We ask each Resident's assistance in helping to keep the lobby clean. No bicycles, skates or in-line skates may be brought through the lobby. Please use the northside service entrance.

## 7. Visitors

Each Resident is responsible for the acts and behavior of any visitor who may use the apartment in the same manner and degree as though they were the ones involved. This includes the building pet policy.

## 8. Violations

**Any violation of the House Rules is subject to a minimum \$100 administrative fee. Shareholders are held liable for all legal fees associated with curing violations.**

1. The Board of Directors has adopted the following policy with regard to pets:

**Two cats are allowed to reside in apartments.**  
**No other pets of any kind are allowed to reside in The Northgate.**

**NO DOGS!**  
**DOGS ARE NOT ALLOWED IN THE NORTHGATE.**  
**No exceptions, and strictly enforced.**  
**No dogs are allowed in the building at any time. This includes visiting dogs.**  
**Therefore, please be sure to remind any guests who have dogs that they may not bring their dogs to the building.**

2. Residents shall not flush kitty litter down the toilet, as this may compromise the plumbing for everyone on that line. Litter must be brought to the basement in a sealed plastic bag and placed in a trash receptacle.
3. Administrative fees may be assessed for any violations of **The Northgate** pet policy.
4. The Board reserves the right to change or modify this policy at any time, or if there are any violations of the above-mentioned items or if a pet becomes a nuisance.

**SERVICE OR EMOTIONAL SUPPORT ANIMAL POLICY**

The Board of Directors is aware that it must under Federal and NYS law make a reasonable accommodation for a Service or Emotional Support Animal. However, a Shareholder, Purchaser or Sublettee must submit a letter from his/her doctor, healthcare provider, and/or mental health professional stating that he/she has a disability and explaining how the pet is needed to help him/her to cope with this disability and/or improves its symptoms. In addition, the applicant must attach a brief personal statement explaining that he or she is seeking a reasonable accommodation to keep the pet who functions as a support animal. The owner of the Service or Emotional Support Animal shall also be required to provide the Cooperative with: 1) an animal registration form (if and as required by the Town of Eastchester or County of Westchester) and 2) a certificate from a NYS Licensed Veterinarian the animal has had all required or necessary medical vaccinations, etc. In addition, the applicant(s) must acknowledge in writing that the animal must be under control of its handler at all times that the animal is in any common areas of the Cooperative and carried, harnessed, leashed or tethered unless the individual's disability prevents the using of these devices and that the animal must be removed from the premises if the animal is out of control or is not house-broken; and that under the House Rules of the Cooperative, any shareholder causing damage to the premise can be charged for such damage whether caused by the shareholder or his or her Service or Emotional Support Animal.

**THE BOARD WILL TAKE ANY ACTION NECESSARY, INCLUDING LEGAL ACTION, IN ORDER TO ENFORCE THE PET POLICY.**

**SHAREHOLDERS ARE RESPONSIBLE FOR ALL LEGAL FEES.**

**INSURANCE IS MANDATORY FOR ALL SHAREHOLDERS AND SUBTENANTS.**

**New Shareholders:** New purchasers must submit proof of insurance at the time of closing. There are no exceptions.

**New Subtenants and renewal of existing Subtenants:** Both the subtenant and the shareholder must have insurance when an apartment is sublet. For sublet apartments the shareholder will be required to prove the liability coverage prior to approval of new sublets or sublet renewals as part of the sublet package. Subtenants are required to provide proof of insurance for their personal belongings after they are approved. Move-in security deposits (\$500) will not be refunded to subtenants until proof of insurance is provided to the Managing Agent. For sublet renewals, proof of subtenants' insurance will be requested as part of the renewal package. No sublets will be renewed without proof of insurance.

All Shareholders and subtenants must have homeowner's insurance in order to cover any damages that might be incurred in their apartments from water leaks, fire or theft. The Board requires a policy that covers contents and liability.

**The Board of Directors has established the following minimum insurance requirements:**

<b>Personal Property Protection:</b>	<b>Actual Cash Value (replacement cost)</b>
<b>Family Liability Protection:</b>	<b>\$300,000 each occurrence</b>

Having the right insurance protection gives you the security of knowing your valuable possessions are protected in case of covered loss. However, your insurance company can only pay you for the items that you can document after a loss has occurred.

To assist you in determining what possessions have been destroyed by a covered loss, you should take an inventory of your personal property, including photographs of valuables, and the contents in each room, cabinet and closet. Identify and date the photographs on the back, and keep them with your inventory in a safe deposit or fireproof box. A complete household inventory will give you:

- A permanent record of the contents of your co-op and their value.
- Serial numbers, manufactures' names and model numbers to assist in identification.

A household inventory can help you determine how much insurance you need in order to cover your possessions. Your coverage should always equal what it would cost to replace your property at today's prices, less reasonable allowance for depreciation. Some insurance companies offer replacement cost coverage that protects against losses without deduction for depreciation.

Valuable items such as jewelry, furs and cameras should be scheduled to your homeowner's policy or to a specific personal articles floater policy. With either type of coverage, your inventory should be reviewed periodically to adjust coverage to current market values and to add recent acquisitions.

**1. Exterminator**

**The exterminator visits the building on the second Saturday morning each month, usually around 8:30AM. All residents are encouraged to take advantage of this **FREE** service. The exterminator will usually be accompanied by a member of the building staff who will knock on **EVERY** door. If you do not want the free extermination service, please leave a note on your door.**

**We encourage everyone to take advantage of this FREE service!**

**2. Repairs**

**The Northgate** has established a procedure for Resident repairs. The Board of Directors would like to keep track of work done in apartments by the Building Staff. Therefore, we ask Residents to fill out a work request form, located outside of the Laundry Room, and drop two copies of the form into the mailbox next to the forms. You may keep the pink copy for your files. Once the repair is completed, please sign the Superintendent's copy of the form. If repairs are not performed by the staff on a timely basis, contact the Managing Agent.



### 3. Cable TV and Internet

**The Northgate** has negotiated a bulk rate contract for Cable TV and Internet with Optimum. This contract affords us the benefit of expanded service at a very attractive rate. Charges for this service will appear as a separate line item on your maintenance bill.

Customer service, repair or billing inquiries call 914- 777-9000

**Outside TV antennas and dishes are not allowed.**

Charges for Cable TV and internet service are included in your maintenance bill. It is not an optional item. These charges must be paid in full each month. Any Resident who withholds payment on this portion of their maintenance bill will be subject to late fees and possible administrative fees. The Board will hold Shareholders responsible for all legal costs associated with collecting Cable TV and internet charges if they are unpaid.

The building bulk contract provides for expanded TV coverage and high-speed internet. If you would like additional streaming services you must contact Optimum and arrange separate billing.

**Verizon FIOS is also available at the Northgate. Contact Verizon for details.**

### 4. Mail, Newspapers and Telephone Lines

#### A. Mail Delivery

**The Northgate** receives mail daily except Sunday and Holidays. We are served by two Post Offices. Our mail is delivered from the U.S. Post Office located at the Golden Horseshoe Shopping Center in Heathcote, on Wilmot Road. Their phone number is 725-0654. We are also served by the U.S. Post Office located on Chase Road in Scarsdale. Their phone number is 725-4565. There is also a large post office on Central Avenue in Hartsdale.

All mail is delivered to the locked mailboxes in each lobby. Be sure to check your mailboxes daily so mail does not accumulate. From time to time, **The Northgate** places notices in the open mailboxes underneath the locked mailboxes. If you are going to be away, be sure to have a neighbor pick up your mail.

If you are expecting a delivery please check in the lobby. UPS, Amazon, Fed-X and others deliver packages daily so be sure to check the lobby if you are expecting a package.

#### B. Newspaper Delivery

Newspaper delivery is available to **The Northgate**. Many of the major newspaper carriers have keys that permit them access to our building. Check with your local carrier. Again, if you are going to be away, either cancel your delivery or have a neighbor bring in your newspaper. Most carriers leave newspapers in the vestibules.

### C. Telephone Lines

Residents who require additional phone lines should consult with the Superintendent prior to contacting the phone company. Because of the age of our building adding a phone line may require advance planning. No telephone wires are to be installed outside the building or in the hallways. It may be possible to bring the lines to your apartment through the dumbwaiters, but you must consult with the Superintendent prior to commencing any work. Installation thru dumbwaiters may require coordination with neighbors above and below your apartment.

We encourage all shareholders to keep dumbwaiters clear to enable the placement of telephone lines, if necessary.

### 5. Heating System

**The Northgate** is heated by a one-pipe low pressure, steam heating system, with bare pipe risers and radiators in the various apartments to provide a minimum designated temperature during the heating season. We are on a dual fuel system, with natural gas as our primary source of fuel. The associated boiler plant and all elements of the heating system are the responsibility of **The Northgate**. The plant is normally automatically controlled by an outdoor temperature sensor as well as indoor sensors.

Temperature in individual apartments may be controlled by adjusting the special air valves, called Danfoss valves that are located at the end of each radiator. These valves control the rate at which the associated radiators heat up and should be set at the minimum position for comfort to avoid overheating and unnecessarily wasting fuel. **The Superintendent will assist any Resident wishing to adjust the setting on their radiators.**

**Residents are not allowed to remove radiators. Repairs or replacement of radiators, which have been tampered with, become the responsibility of the shareholder.**

Structural, plumbing, mechanical and plumbing work of any kind in an apartment may adversely affect other apartments, the building structure, or systems and will be closely monitored by the Managing Agent. All work, including repairs, shall be done in accordance with applicable codes and regulations. Residents shall be fully responsible for damage to other apartments or common facilities resulting from such actions.

Residents desiring to effect structural, electrical or plumbing modifications to their apartments must first receive the written approval from the Board of Directors. Such intentions must be in writing and contain a detailed description and plan of the proposed changes, together with anticipated commencement and completion dates for the work. To obtain the necessary documentation, Shareholders should contact the Managing Agent. The following rules and regulations apply to all apartment renovations:

**1. Construction is allowed Monday - Friday from 9:00 AM to 5:00 PM, and on Saturdays from 10:00 AM to 4:00 PM. Only “quiet” work allowed on Saturdays. (like painting) No work is allowed on Sundays or holidays. No plumbing or electrical work may be done on a Saturday, or at any time when the Superintendent is not on duty.**

We recommend that a member of the Building Staff be available during any major renovations that may affect the plumbing or electrical systems. Proper ventilation must be provided so that other tenants are not disturbed.

**2. For alterations within an apartment, all Shareholders must file a **CAPITAL IMPROVEMENT FORM** with the Managing Agent, and approval must be received in writing prior to the work being done. **The form is at [www.NorthgateCoop.com](http://www.NorthgateCoop.com)****

This would include any work that would affect the structural, plumbing or electrical systems within an apartment. The work must be done in conformity to all the rules and regulations of **105 Northgate Tenants Corp.**, and governmental agencies having jurisdiction in these areas. Shareholders are responsible for all applicable fees and must furnish the Managing Agent with a copy of all certificates of inspection.

**3. Your contractor must be licensed and insured, and produce a certificate of insurance naming **105 Northgate Tenants Corp.** and our Managing Agent as additional insured.**

It is up to the Shareholder to make sure that their contractors are licensed and insured. To verify that your contractor is licensed you can call the Westchester County License Bureau at 914-285-2211. Contractors must provide a certificate of worker’s compensation and liability coverage. Minor alterations such as the installation of additional cabinets or built-in bookcases, etc., do not require Board approval.

**4. All alterations, even if it does not affect structural plumbing or electrical systems, must be done in conformity with all local and governmental regulations, and must be reported to the Managing Agent’s office in writing prior to the work being done.**

There is some work that will also have to be filed with the Town of Eastchester, such as:

- Permits for electrical wiring and new fixtures
- Repairs or replacement of gas pipes
- Installation of new doors
- Installation of new walls or removal of existing walls

If you plan to do work that will require permits from the Town of Eastchester, prior to filing for the permit the Board of Directors will have to approve the proposed work,

contingent upon the permit being supplied prior to commencement of work. The Building Department will not issue permits until the shareholder secures a conditional approval from the Board of Directors.

5. If it should be necessary to open a wall to inspect work that has been done, this will be done at the Shareholder's expense. If a professional has to be hired to do an inspection, this will be done at the Shareholder's expense.

**6. Shareholders are required to maintain their own homeowner's insurance, since they can be held liable for damage caused to other apartments by work done in their apartment.** With this regard, Shareholders should familiarize themselves with the Proprietary Lease and especially all of paragraphs 18 and 21.

**7. Shareholders are responsible for the removal of all debris caused by alterations.** Consequently, we remind you that it is your responsibility to have the contractor take the discarded materials away and dispose of them. It is your responsibility to be sure the contractor adheres to this rule, and does not deposit debris in the basement. An administrative fee will be charged for any unauthorized debris left in the building. **Shareholders are responsible to keep the building clean during renovations. At the end of each day, and throughout the day, shareholders must be sure the building is clean or face a minimum \$100 fine for each violation.**

8. Any material left in the basement must be with the permission of the Superintendent.

**9. If it becomes necessary to open a wall during construction, we recommend placing boric acid inside the wall prior to sealing it. Boric Acid is an excellent method of pest control.**

**All requests to shut off water, heat, gas, electricity, telephone, cable or other utility service common to the building requires prior approval and scheduling through the managing agent and building staff. Appropriate insurance is required.**

If you plan to have your apartment painted or floors refinished we request that you arrange proper ventilation and keep windows open so that the odors will dissipate and not disturb other residents.

#### EPA Pre-Renovation Lead Information Rule

The EPA has mandated contractors to notify building residents when renovations or other possible disturbance of lead based paint in excess of two square feet is performed. Contractors are obligated to provide the owner of the apartment a copy of the pamphlet, "Protect Your Family from Lead in your Home", and must get a signed receipt or obtain a certificate of mailing seven days prior to the commencement of any work. Furthermore, the contractor must keep records for three years after a job is finished.

**The Board of Directors and Management reserve the right to cease any work being performed, which does not adhere to the Construction/Renovation Policy. Any violation of the construction policy is subject to a minimum administrative fee of \$100 and possible legal fees.**

**Contractors may not park between the Northgate and the Asian Restaurant or behind the building. Subject to fines and ticketing by Westchester County and the Town of Eastchester.**

Owners of a Cooperative apartment should be aware that in case of water damage some repair costs may be paid by the Cooperative, and some may be the responsibility of the Shareholder. This section will present an overview of who is generally responsible, but is without prejudice to the cooperative's rights under the Proprietary Lease.

**1. Leaks for which the Cooperative may assume responsibility:**

There are two conditions whereby the Cooperative may be liable for the repair of water damage.

1. If the leak develops in pipes within a wall, or the piping associated with the common plumbing or heating systems.
2. If the leak can be traced to failures in the water tightness of the exterior walls or roof.

When there is an indication that a leak of any nature is occurring, the Managing Agent and the Superintendent should be notified immediately. If, upon investigation, the leak is one for which the building is responsible a repair will be made at the Cooperative's expense. After initial repair, the damaged interior area will be plastered. The Cooperative does not provide for painting.

If the room is wallpapered, mirrored or paneled, replacement of these materials and costs of installation are the Shareholder's responsibility. The Cooperative shall not be required to repair or replace equipment, fixtures, furniture, furnishings or decorations installed by the Resident, nor shall the Cooperative be obligated to repair or replace decorations in the apartment or to refinish floors located therein. The Cooperative bears no responsibility for possible damage to any possessions of the Resident.

**It is mandatory that all Residents carry homeowners' insurance.**

**2. Leaks for which the Shareholder may be asked to assume responsibility:**

If a leak results from a faulty apartment fixture or appliance, it is the Resident's responsibility. Generally, if a pipe is outside a wall, it is the responsibility of the Resident to repair. If the Superintendent is able to make repairs, and the Resident wishes them to be made, the Resident must absorb the cost.

If a leak results for example, because the Resident upstairs lets a sink or tub overflow, causing damage to a neighboring Resident's ceiling, the Building Staff will assist with the immediate problem. The repair of such damage, however, is a matter of settlement between the two involved Residents, and the building has no responsibility to make such repairs. It is the recommendation of the Board of Directors that each Resident scrutinize the provisions of their homeowner's insurance for indemnification against water damage.

### 3. Other Responsibilities:

The following may be helpful in determining responsibility for repairs in a Cooperative.

<u>Item</u>	<u>Shareholder</u>	<u>Cooperative</u>
Air Conditioners	X	
Carpets	X	
Caulking, tub/tile	X	
Ceramic tile	X	
Circuit breakers	X	
Cracks in plaster	X	
Dishwasher	X	
Doorbells*	X	
Door, interior	X	
Door, exterior		X
Door, exterior knobs	X	
Door, lock (lower/master)		X
Door, lock (top/deadlock)	X	
Drain stoppage (local)	X	
Drain stoppage (main)		X
Electrical outlets	X	
Electrical wiring	X	
Fans, bathroom	X	
Fans, range hood	X	
Faucets	X	
Fixtures, lights	X	
Fixtures, plumbing	X	
Floor coverings	X	
Interior painting	X	
Interior repairs	X	
Keys, door	X	
Keys, mailboxes	X	
Linoleum tile	X	
Radiator valve		X
Tile	X	
Wallpaper	X	
Windows & screens**		X

**Note: Doorbells are the responsibility of Shareholders. The co-op will not repair individual doorbells.**

\* Note: Some wiring on doorbells may affect an entire “line” of apartments. Please contact the Superintendent before replacing/repairing any doorbells.

\*\* Cooperative responsible unless damaged or cracked/broken by the Shareholder.

**The Northgate** makes every effort to maintain and repair plumbing and building fixtures, and expects Residents to do the same. **The Northgate** will maintain in good working order sectionalizing valves on the various plumbing risers to permit isolation as required for repairs.

**Garbage Disposals Are Not Allowed At The Northgate**

### **Bathroom/Kitchen Repairs and Renovations**

**Repairs:** In the event of a plumbing break or leak, located **inside a wall**, the cooperative will bear responsibility for the repair. The cost to replace any fixtures located outside of the wall is usually the shareholder's responsibility. For example, if a leak occurs behind a shower/bathroom wall the cooperative will pay for the necessary plumbing repairs, but the shareholder may be responsible for the cost to replace damaged fixtures. This cost may be absorbed by the shareholder's insurance. Though the cooperative will repair plumbing behind the walls we are not responsible to duplicate your décor.

**Renovations:** Bathroom and kitchen renovations not only increase the value of an individual apartment, but also increase the value of the building as a whole. The Board encourages apartment renovations and improvements. If you plan to renovate your bathroom or kitchen, please make prior arrangements with the Building Superintendent to examine any plumbing that will be exposed during the project. **If the Superintendent and Managing Agent determine that any portion of the accessible building plumbing requires repair or replacement the shareholder must pay for this work.** Complete replacement of all aged plumbing, wiring and fixtures is highly recommended during renovations, and the Managing Agent may require replacement of pipes etc. For the full policy regarding renovations visit Section K of this manual.

### **Bathroom Grouting**

**It is the responsibility of the Resident to maintain the tile and grouting in the bathroom(s) in such a manner that no water leaks into the apartment below or to the common areas. If damage occurs to another apartment, the Resident is responsible for repairs.**

### **Plumbing Valves**

We urge all Residents to become familiar with the water on/off valves in their apartments. If you are unsure where they are located, ask the Superintendent to locate them for you. **It may also be helpful for you to locate the shutoff valves in the basement.** All of the valves have been tagged for your convenience, and the building staff can assist you if necessary. This knowledge could minimize damage in an emergency. A list of shutoff valve locations has been attached to this guidebook. It is also posted in the basement.

**Residents should understand their liabilities and direct any questions to the Board of Directors or Managing Agent.**

### **Apartment Inspections**

The Board requires that all new residents, including subtenants, have their apartments inspected by the Managing Agent and Superintendent prior to moving into the building. The current shareholder is required to provide access for the inspection. All plumbing and heating systems will be examined during the inspection. The Northgate performs this inspection primarily to confirm that there is no damage to building property. We do reserve the right to request repairs of poor conditions we believe may affect other residents. This inspection is a limited visual examination. **Please do not presume it to be a suitable replacement for the services provided by a qualified home inspector.**

**Apartment inspections are mandatory. No closings will occur, or sublets approved without the inspection and Managing Agent's approval that any necessary repairs have been completed.**

**RECYCLING**

**The Northgate** supports the Town of Eastchester recycling program. The State of New York has mandated the collection and recycling of certain household items. The following are the rules and regulations pertaining to recycling at **The Northgate**:

**Newspapers**

Put all weekly and daily newspapers that are dry and free of contaminants into the blue recycling containers located in the trash room on each floor, or in the small, blue recycling containers in the basement. This includes newsprint and glossy inserts sold as part of the newspaper. **Do not put anything else in these containers.**

**Outdated Phone Books, Magazines and Junk Mail**

Put all old phone books, magazines, junk mail, brochures, catalogs, promotional advertisements, letters and all types of envelopes into the blue recycling containers located in the trash room on each floor or in the small blue recycling containers in the basement. Do not put in plastic bags. Do not recycle paperback or hardcover books.

**Corrugated Cardboard Boxes and Brown Paper**

Remove excessive plastic tape. Flatten boxes and tie with string or break down and bring down to the basement recycling area outside the Laundry Room. Do not recycle waxed or gray cardboard (used for cereal, pizza, paper towels and tissues), plastic or Styrofoam packing materials. Put them in the garbage.

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**You may combine the following recyclables in one of the large blue recycling containers in the basement.**

**Do not leave plastic, paper bags or cardboard boxes of any kind in the recycling containers.**

**Glass Bottles and Jars**

Food and beverage glass jars, bottles and containers made of clear, green or brown glass are the only glass items included. They must be rinsed thoroughly and plastic caps must be removed. Metal caps may remain. Labels do not need to be removed.

The following items may not be recycled: Light bulbs, crystal, drinking glasses, window glass, broken glass, ceramics, kitchenware, pesticide/herbicide bottles or any other non-food or non-beverage containers.



**Plastic Containers Coded 1 & 2 on the Bottom Are Recyclable**

All PET and HDPE plastic containers (codes 1 & 2 usually identified on the container) i.e. plastic containers commonly used for food, beverages, cleaning supplies and shampoos are recyclable. Other examples include milk, water, soda and laundry detergent containers. Labels need not be removed. Containers must be rinsed thoroughly. Plastic caps must be removed.

The following items may not be recycled:

Foam plastic materials, 5 gallon plastic pails, flower pots, toys, plastic items coded 3 through 7, film plastic, plastic bags regardless of recycling code number, vinyl, or other containers that held potentially hazardous material such as motor oil, pesticides or solvent containers.

**Metal Containers**

All containers from food, drinks, empty aerosol cans, clean aluminum foil, pie tins and trays are recyclable. Containers must be rinsed thoroughly. Labels need not be removed. Empty aerosol cans through normal use and detach plastic caps if possible.

The following items may not be recycled:

Aluminum siding, paint cans, scrap metal, wire pipes, tubing, motors, sheet metal, automobile parts or metal containers that held hazardous materials such as pesticides, motor oil or solvents.

**HOUSEHOLD MEDICAL WASTE IS NOT RECYCLED**

Westchester County maintains strict guidelines for the disposal of household paint, motor oil and batteries. Motor oil and vehicle batteries may be brought to service stations or retailers who are required to accept them by New York State law. Both oil-based, and water-based or latex paint may be legally and safely disposed of by following certain County guidelines. For specific rules ask the building Superintendent or contact the number below.

**For questions regarding recycling you may contact:**  
**Westchester County Recycling Hotline (914) 637-3030**  
**Eastchester Recycling Office (914) 961-8540**

**Recycling is the LAW!** Failure to observe the recycling law may result in substantial financial penalty for the Cooperative. These fines are stiff, up to \$1,000 per offense. All Residents are urged to do their part for the benefit of the environment.

## TRASH REMOVAL

**When depositing trash into the barrels in the basement please be sure they close tightly. If a container is full, please use another one.**

Large items, which will not fit in the barrels in the basement, can be placed in the area outside the Laundry Room. No food or food containers are to be left in this area. Pizza boxes and other food containers should be broken up and placed in the large barrels.

If you purchase any new appliances such as a stove or refrigerator, it is your responsibility to remove the old appliance. Many companies will remove your old appliance when they deliver a new one, and may charge a small fee.

It is each Resident's responsibility to make arrangements for the removal of appliances, furniture, carpeting, renovation material, etc., since the Town of Eastchester may not pick up all these items. The Board prefers that Shareholders arrange for these items to be privately removed, but the Town of Eastchester may remove them on certain regular pick-up days. Arrangements should be made with the building Superintendent to have these items properly placed for pickup. Any violation of these rules may be subject to administrative fees, plus removal costs.

**At the beginning of the holiday season the staff will make large plastic bags available for Christmas trees. Residents are asked to coordinate removal of Christmas trees with the Building Staff. Trees must be discarded out the north side of the building in these bags so as to not leave needles throughout the building. When trees are removed it is each resident's responsibility to clean up any remaining needles.**

## SANITARY REMOVAL

Because of our delicate plumbing toilets should only be a repository for toilet tissue. They are not to be used for rags, sanitary napkins, paper towels, kitty litter or dental floss. Any Resident found in violation of this rule will be responsible for the necessary plumbing repairs and damage caused.

**The Northgate** has no on-site parking available. As a convenience to new Residents we have provided the following information for you to evaluate parking options. **The Northgate** is part of the Garth Road Parking District, and although parking permits are available to Residents at no charge, the cooperative does pay a tax to the Town of Eastchester for the cost of building and maintaining the parking district. Parking information is subject to change!

**1. Street Parking**

**Metered Spaces:** Parking is available in metered spaces on Garth Road and Grayrock Road for residents of the area. There are metered spaces in front of our building and near the businesses on the street. Meters in front of the building operate weekdays and Saturdays from 8:00 AM to 7:00 PM. They are not in effect on Sundays or Holidays. **There is also a PANGO APP that can be downloaded for added convenience.**

**Note: If you park at a Scarsdale meter it is a different APP!**

The Town of Eastchester does not have any prohibition against overnight parking on Garth or Grayrock Roads, but the Village of Scarsdale does not allow overnight parking during the winter. **Be sure to check all signs.**

There is a no parking zone directly in front of our building. As a courtesy, the Police Department will not issue a ticket for the first 10-15 minutes to enable our Residents to load and unload from vehicles. **Flashers must be on to avoid receiving a ticket.**

**Non-Metered Spaces:** For non-metered spaces on Garth Road and Grayrock Road, Residents may obtain a FREE Parking Permit from the Town of Eastchester. Proof of residency is required.

**Parking for Persons with Disabilities:** Pursuant to the Americans with Disabilities Act the town maintains several spaces reserved for persons with disabilities. These spaces require a permit, and anyone violating the law will be subject to a summons or towing.

**Parking Permits:**  
**To obtain a Parking Permit from the Town of Eastchester, contact the Village Clerk, 40 Mill Road, Eastchester, NY 10709. They may be called at (914) 771-3350.**

The permits are issued annually, usually in June and are free. For most of the area, permits are required from 7:00AM to 9:00AM, and on Grayrock Road near the auto repair shop they are required from 5:00 PM to 9:00 AM except on Saturday nights, Sundays and holidays. Be mindful of street cleaning rules as the Eastchester Police aggressively issue tickets.

You must provide the Town Clerk’s office with a copy of your vehicle’s registration, a copy of your driver’s license and a copy of recent, acceptable proof of residency in a Garth Road building. There is no limit to the number of vehicles that you may obtain permits for. **If you have any outstanding parking/traffic violations, the permit will not be**

**issued.** Permits are to be affixed to the inside of the window closest to the vehicles rear on the driver's side.

There are 114 **non-meter and non-permit** spaces toward the southern end of Garth and Grayrock Roads. These are available for overnight guests or visitors. You may also call the Eastchester Police Department at 914-961-3464 to have your short-term visitor's car placed on an exempt list. This is an automated system, so have ready all the pertinent information: year and make of car, license plate number and location of vehicle. **You must call daily.**

## 2. Municipal Parking Areas

Eastchester and the Village of Scarsdale operate the following parking areas:

**1. Resident Parking Lot:** (Garth Road Parking Permit Required, southern part of Grayrock Road, behind the wall)

The Garth Road Resident Lot is located halfway down Grayrock Road, along the railroad tracks. It runs from the entrance on Grayrock south to behind the Garth Road Playground. The resident permit described previously is required at all times. Be mindful of cleaning rules.

**2. Commuter Parking Lot:** (Commuter Parking Permit Required, northern part of Grayrock Road, behind the wall))

There is also a Commuter Lot owned by Metro-North and managed by the Town of Eastchester located behind the wall, along the railroad tracks. The Town has been authorized to sell a limited number of Permits on an annual, semi-annual or quarterly basis. Permits will be allocated on a first come first served basis – with a waiting list after the allocated number are issued. **This section is generally for commuters, but Garth Road Residents may purchase permits by contacting the Town of Eastchester. You do not need to be a commuter.** Permits are not required in the Commuter Lot Sunday and on holidays.

**3. Freightway Garage and the Beatty Lot:** (Permits Required from Scarsdale)

Scarsdale sells permits good for Freightway Garage and the Beatty Lot. Call the Village of Scarsdale at 914-723-3300 for details. **Parking is allowed in Freightway and at the Beatty Lot FREE on Saturday, Sunday and Holidays. There is also free parking from 6pm to 11pm – no permit required.**

**Town Holidays are New Year's Day, Dr. Martin Luther King, Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day.**

## 3. Private Parking Facilities

**132 Garth Road Garage:**

There is a private garage located at 132 Garth Road. This facility is privately operated, and rates may vary. For information contact the number posted outside the facility.

**Scarsdale Commons Luxury Rental Building:**

The management of Scarsdale Commons may have space available. Residents may contact them directly for availability.

**The Northgate is pleased to be an active member of the Garth Road Cooperative Council and the Garth Woods Conservancy.**

### **1. The Garth Woods Conservancy:**

The Garth Woods Conservancy is a not-for-profit organization that works to preserve and restore Garth Woods. They raise funds for restoration project including rebuilding of footbridges, restoration of the pathway from the Popham Road Bridge and the construction of a wildflower refuge. They work to increase public awareness and use of the Garth Woods area by sponsoring clean-up days and other workshops.

### **2. The Garth Road Cooperative Council:**

The Garth Road Council is made up of the Presidents of each building on the street. Each building pays dues so that the Council to conduct its work. The Council has a Board of Directors and an Executive Director that handles most of the day-to-day activity.

The Council typically meets periodically or more frequently if there is a particular issue. Residents of **The Northgate** may bring an issue to the attention of the Garth Road Council by contacting our building's Council representative, the Board President. Minutes of Garth Road Council Meetings are available upon request. Over the past few years the Council has addressed many important issues on the street that have impacted the quality of life for **Northgate** Residents. The Garth Road Council has:

- Improved parking by building a commuter and a residential parking area.
- Developed a permit parking system for the area.
- Planned spring planting and winter decorations on the street.
- Promoted business in the area.
- Sponsored candidate debates to keep local residents informed.
- Improved the Garth Road Playground.
- Participated in discussions regarding proposed developments.

### **3. The Garth Road Community Garden**

The Garth Road Community Garden was created by the Eastchester Environmental Committee (EEC) to utilize public green space to enhance the community by providing gardening opportunities to residents of Garth Road. Plot spaces are available yearly to members. Membership in the Community Garden is available through the EEC. For more information contact the EEC or visit the Community Garden on Facebook.

### **4. Lake Isle Park:**

Residents of Garth Road are entitled, as Eastchester Residents, to join the Town's Lake Isle Park. This facility includes golf, summer swimming pools and tennis. Many family activities are hosted at Lake Isle, and there is a first class catering hall as well. Both individual and family memberships are available. During the summer you can purchase a seasonal pool membership or visit on a daily pass.

**1. Sublet Policy**

While the Board of Directors prefers that Shareholders consider selling apartments to subletting, it recognizes the need to sublet in some cases. **The Northgate** maintains a very strict Sublet Policy. While the original policy was adopted in the Proprietary Lease, it was later amended in January, 1996 and in May of 1997.

**The Board feels that our Sublet Policy preserves and maintains the quality of life at The Northgate as an essentially owner-occupied building, while at the same time gives Shareholders some flexibility to sublet their apartments, when necessary.**

The Board remains steadfast in its belief that selling an apartment is more desirable than subletting. Shareholders will be expected to make an earnest effort to sell apartments prior to renting them.

The terms of the Sublet Policy are:

**1. All applications for subletting require Board approval. A Shareholder will not have to establish a hardship in order to obtain said approval.**

While the policy does not require the need for Shareholders to prove hardship, it is necessary to secure Board approval before an apartment can be sublet.

**2. All prospective tenants are to be approved by the Board of Directors.**

The Board feels that it is important that all prospective subtenants be interviewed, just as we interview prospective buyers. This is done in the best interests of the Shareholder and the Cooperative. An Interview Committee will interview prospective tenants, but The Board of Directors makes all final approvals.

**3. The maximum lease period for any sublet will be one year.**

By keeping the lease period to a maximum of one year it protects the ability of the Shareholder or the Cooperative to not extend the lease of a tenant who turns out to be undesirable.

**4. The Board may establish a maximum percentage of units that may be sublet. Said maximum shall not be below 15%, and may exceed 15% at the Board's sole discretion.**

This policy allows the Board to restrict the number of total units that can be sublet. This is designed to protect the ability of the corporation to effectively negotiate lending arrangements. Keeping the number of sublet units to a minimum has insured us a favorable rate with lending institutions.

**5. A managed "waiting list" will be maintained to ensure fair allocation of sublets.**

**6. Cooperative units must be occupied by the Shareholder for at least two years prior to subletting to prevent units from being bought as investments.**

This provision eliminates the possibility of someone buying an apartment and immediately renting it out. It discourages buying as an investment. Investor ownership is not allowed at **The Northgate**.

**7. If, after three years a Shareholder wishes to continue to sublet, and there is no waiting list, and the Cooperative has not exceeded the maximum allowable percent of sublets, the Shareholder may continue to sublet, on a year-to-year basis, except that no Shareholder may sublet for a total of more than five years.**

**No shareholder may sublet for more than five years. No resets are allowed. If a shareholder moves back into their apartment for two years after subletting for five years, the option to sublet again is NOT allowed.**

**Requests to sublet beyond a third year will only be approved with the same renter. No new renters will be allowed in a fourth or fifth year.**

We urge all Shareholders to take note of our position on subletting. The Board encourages Shareholders to notify their subtenants about the rules that may affect the duration of their subtenancy. Any questions regarding the policy should be directed in writing to the Board.

## **2. Sublet Procedure**

In addition to the above restrictions, the Board wishes to remind all Shareholders of the following procedures that must be followed prior to subletting:

1. The bank with which you have your mortgage must give written permission allowing you to sublet prior to the Board interviewing your applicant.
2. All subtenants are required to complete a Sublet Application requiring extensive personal and financial disclosure, and permission to run a credit report. In addition, they are subject to an interview with the Interview Committee and Board approval. There is a processing fee payable to the Managing Agent and an administrative fee credited to 105 Northgate Tenants Corp. The fee shall be due upon submission of the Sublet Application and is non-refundable. The Board must approve the sublease.
3. The Shareholder must meet all the conditions of the Proprietary Lease, and the subtenant will have to be apprised of these and held to live in accordance with them. The Shareholder who sublets must give subtenants a copy of the House Rules. The Interview Committee will also provide them with a copy of the Information Guidebook.

**4. At such time as you do sublet your apartment, there will be a sublet fee of \$1.00 per share, per year, as allowed by the House Rules.**

5. **The Superintendent must have a key to the apartment. Security deposits will not be returned until the Superintendent has a current apartment key.**
6. Shareholders and subtenants are both required to carry homeowners' insurance, and must provide proof prior to any sublet being approved by the Board.
7. Permission to sublet is for three months from the date of the Board meeting that the sublet was approved. After three months, the Shareholder must apply again.
8. Sublets will not be approved unless the Managing Agent and Superintendent have inspected the apartment. Any repairs must be completed prior to the subtenant moving into the apartment.
9. Prior to any sublet being approved any funds owed to the corporation must be paid in full.
10. A Shareholder is liable for any damages, legal ramifications, eviction proceedings, etc., incurred or required as a result of their subtenancy.

**For a copy of the sublet application visit  
[www.NorthgateCoop.com](http://www.NorthgateCoop.com)**



The Board of Directors is charged with the responsibility of screening all prospective purchasers and subtenants to ascertain their financial stability. The screening consists of a personal interview with the applicant(s). In addition, a detailed examination is made of the applicants' financial history. The application process must be satisfactorily completed prior to the sale of any shares or the issuance of a sublease.

**The Northgate** is not engaged in making a profit. It has a fixed number of shares over which the risk to all owners must be spread. When considering the approval of the transfer of shares or the issuance of a sublease, the Board of Directors reviews all information provided by the applicant. Both purchasers and subtenants must provide evidence of their ability to meet all financial obligations.

**As a guideline, since each sale is considered on its individual merit, The Northgate requires a minimum down payment of 10%.**

The Board requires each applicant to submit certain documents. No admissions interview will be scheduled until these have been received and a credit check performed. Generally, the documents are as follows:

1. Purchase/Sublet Application
2. Contract of Sale or Sublease
3. Copy of last tax return
4. Copy of recent W-2 Form
5. Bank/Mortgage Approval (Commitment Letter) If not yet available an applicant can forward it under separate cover. Do not delay an application waiting for the commitment.
6. Acknowledgment of receipt of lead-based paint disclosure information
7. References: 3 personal and 3 business
8. Purchase Affidavit

**Each applicant is required to submit an original and six complete, collated copies.**

There are processing fees payable to the Managing Agent and to 105 Northgate Tenants Corp. The fees shall be due upon submission of the Purchase Application and is **non-refundable**. No interviews are scheduled until all requested the Managing Agent receives information.

The Managing Agent oversees all sales and subletting at **The Northgate**. Any questions on the procedure can be directed to them. Documents are not returned to applicant(s) at the conclusion of the admissions process.

The approval process may take from 4 to 8 weeks and is largely dependent upon completion of the necessary paperwork, scheduling of the admissions interview, Board approval and, in the case of those transferring shares, the scheduling of a closing.

**Generally, an Interview Committee holds interviews on an as needed basis, and the Board of Directors reviews their recommendation following the applicant's meeting with the committee. All individuals who will reside in the apartment must attend the**

**interview. An informal approval/denial can be obtained within a few days, with official notification following the next regular Board of Directors meeting.**

Applicants may call the Managing Agent as instructed at the interview to ascertain if they have been approved. Official notice of approval will be sent in writing.

The current **FLIP TAX** imposed on the seller of an apartment is \$1 per share.  
The current **SUBLET FEE** imposed on a Shareholder is \$1 per share per year sublet.

**PLEASE NOTE:** When selling your shares, you must provide prospective purchasers with a copy of the prospectus (offering plan), six amendments to the original offering plan, a copy of the Proprietary Lease and a copy of the By-Laws. The Managing Agent can provide copies of the latest financial report of the cooperative. The Interview Committee will provide a copy of the Information Guidebook.

If you have any questions concerning the procedures, and as soon as you have a prospective purchaser, please contact the Managing Agent to initiate the process. The Managing Agent will advise you, upon satisfactory completion of the admissions interview, when you may arrange a closing date with the new purchaser.

Please bear in mind that before any transfer of shares or subtenant can be approved, all monies due **The Northgate** must be first paid via certified check, bank draft or postal money order. These monies include all due and past due fees and charges levied in accordance with the Cooperative's By-Laws, Proprietary Lease, House Rules and contract with the Managing Agent.

The Board of Directors reserves the right to defer meeting with a prospective buyer or subtenant until any and all maintenance charges, penalty payments and assessments are paid up to date.

**No closings will be held or sublets approved, until all obligations to the Corporation are satisfied.**

At the closing, a new stock certificate will be issued. It is the responsibility of the seller(s) to deliver the original stock certificate to their buyer.

**All applicants are required to submit a \$500 move-in deposit. The shareholder moving out must submit a \$500 move-out deposit.**

Any questions regarding the application process for subletting or purchasing of apartments should be directed to the Managing Agent.

**IMPORTANT NOTICE**

**All closings must be arranged with the Cooperative's Transfer Agent, There is a fee for the Transfer Agent's services. The Transfer Agent also provides for a Recognition Agreement used for new purchases and refinancing. There is a fee for this service.**

**105 Northgate Tenants Corporation Preferred Minimum Requirements  
(subject to change)**

These guidelines are not intended to limit the right of the Board of Directors to consider all information and factors deemed relevant by the Board.

1. Preferred Minimum Down Payment: 10%
2. Preferred Minimum Credit Score: 700 without judgements, bankruptcies, multiple late payments, etc.
3. Preferred Minimum Debt-to-Income Ratio: Less than 35%
4. Reserves after Closing: 12 months of maintenance and mortgage combined.
5. Northgate has a sublet policy that requires two (2) years of residency.
6. Preferred Minimum Income – must meet preferred Debt-to-Income Ratio. Overtime and bonuses will not be considered part of Income.
7. Clear background checks.

For a complete Application Visit:

**NorthgateCoop.com**

The **New York State School Tax Relief (STAR) Program** provides an exemption from school taxes for owner-occupied, primary residences. Senior citizens with combined incomes that do not exceed \$60,000 may qualify for a larger (“enhanced”) exemption. You usually do not need to reapply for the basic exemption each year. However, you must notify the Town Assessor if your primary residence changes.

For additional information about the STAR Program you should contact:

Garthchester Realty	914-725-3600
Eastchester Town Assessor	914-771-3346
New York State Tax Info	1-888-697-8275

**All shareholders are urged to apply for the STAR benefit. It costs nothing to apply, and if you qualify you can save on a portion of your school property taxes.**

**The Northgate** will apply your STAR credit to your maintenance bill in October, and will carry it over to the following month until the credit is used up.

## The Northgate Apartment Inspection Form

The Board of Directors requires the Managing Agent and Superintendent to inspect apartments prior to the moving in of a subtenant or the closing of a sale. The current shareholder is required to provide access for the inspection, after which a report is completed.

It is especially important to note that any items in need of repair or problem areas noted in the report become the responsibility of the buyer/subtenant if not repaired by the current shareholder. Therefore, a buyer or subtenant should be familiar with the result of the inspection, and be sure that all agreed work is performed.

The Board of Directors reserves the right, in case a new purchaser or subtenant moves into the apartment without the requested repairs being performed, to withhold the move-in fee. The move-in fee will then be used for the necessary repairs in the apartment or until an employee of the cooperative is able to inspect and confirm that the requested repairs are completed to the satisfaction of the cooperative.

**No transfer of shares, or approval of sublet, will occur until an apartment is inspected. Submit this form as soon as a contract of sale has been executed or approval to sublet has been secured.**

Please submit this form to the Managing Agent, by mail or by fax to (914) 725-6453. It may also be submitted to the Building Staff or emailed to the managing agent.

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

Apt # \_\_\_\_\_

I hereby authorize an inspection of my apartment.

Please indicate: \_\_\_\_\_ sale or \_\_\_\_\_ sublet.

\_\_\_\_\_ The Building Staff has a key and has my permission to perform an inspection.

\_\_\_\_\_ Contact me to arrange a time to perform the inspection.

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

Home Tel: \_\_\_\_\_ Work Tel: \_\_\_\_\_

Email \_\_\_\_\_ Cell Phone: \_\_\_\_\_

## 105 Northgate Tenants Corp. Purchase/Sublet Affidavit

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I (we) have read and received copies of the Information Guidebook and Rules and Regulations, the Proprietary Lease, By Laws, and the House Rules of **105 Northgate Tenants Corp.** I (we) understand that violation of any of the rules, regulations or policies constitutes a violation of the Proprietary Lease, and that such action may be subject to administrative fees and may be grounds for termination of my (our) Proprietary Lease. In addition, I (we) agree to pay all legal fees associated with curing any said violations, as per the terms of the Proprietary Lease.

The following items, among others, have been discussed and reviewed with me (us). **My (our) signature indicates my (our) acceptance.**

### **Move In/Out Procedure**

I (we) understand that moving in/out is not allowed on weekends or holidays, and is only allowed between the hours of 9:00 AM and 6:00 PM. I (we) agree to notify the Managing Agent and Building Staff at least one week in advance. The Managing Agent must be notified in writing. I (we) agree to pay a \$500 security deposit prior to the move in/out.

### **Fire Safety and Building Security**

I (we) understand that at least one smoke detector must be maintained in good, working order in the apartment. I (we) understand that the Superintendent must be provided with a key to the apartment in the event that emergency access is required.

### **Window and Air Conditioners**

I (we) understand that if window air conditioners are installed, they will be of approved types, connected by factory cord to a suitable grounded outlet, installed in a manner approved by the Managing Agent, and have no holes drilled into the window frame. I (we) agree to pay for any damage made to windows if holes are made.

### **Washer/Dryer**

I (we) understand that no clothes washer/dryers are allowed in apartments.

### **Pet Policy**

I (we) understand that no pets (including, but not limited to dogs) except cats are allowed in **The Northgate**. No more than two cats per apartment.

### **Construction/Renovation Policy**

I (we) have read the construction/renovation policy and agree to adhere to it. Specifically, any apartment construction/renovation plan will be submitted to the cooperative's Managing Agent for approval prior to commencement of any work. Construction is allowed Monday through Friday from 9:00 AM to 5:00 PM, and on Saturdays from 10:00 AM to 4:00 PM, and not at all on Sundays or holidays. Licensed and insured contractors must perform all work.

### **Water Damage and Other Responsibilities**

I (we) agree to be held liable for water damage caused by my (our) residency and agree that it is my (our) responsibility to maintain the tile and grouting in the bathroom(s) in such a manner that no water leaks into the apartment below or common areas.

**Acceptable Use Policy**

I (we) certify that the purchase of this apartment is for residential use only as set forth in the Proprietary Lease. Specifically, I (we) understand that this apartment cannot be used as a medical or professional office of any type.

**Carpeting Requirement**

I (we) understand that at least 80% of my (our) apartment floor must be covered with carpet and padding. If the building Management receives a noise complaint regarding my (our) apartment they will inspect my (our) apartment to ensure I (we) am in compliance with this policy. All areas of my (our) apartment must be in compliance to this rule with the exception of bathrooms and the cooking area of the kitchen.

**Insurance Requirement**

I (we) understand that all residents must maintain homeowners insurance, as required by the Proprietary Lease. Both shareholders and subtenants must have insurance. **Security deposits will not be returned without proof of insurance provided to the co-op.**

**ESA and Service Animals**

I/We have read the ESA and Service Animal Policy; understand its requirements and policy; and agree to abide by the policy as stated herein or as may be amended.

**Exterminating Service**

I (we) understand that the exterminator visits the building the second Saturday each month.

**Sublet Policy**

I (we) have read and reviewed **The Northgate** Sublet Policy and agree to adhere to it. I (we) understand that **The Northgate** is essentially an owner-occupied cooperative, and that subletting is not encouraged. I (we) understand that subletting is allowed only after two years of residency, and that a shareholder may apply for an initial three years of subletting. After the first three years, a shareholder may apply for two additional years only if there is no existing wait list and if the co-op has not exceeded its maximum allowable sublets. Other restrictions, as determined by the Board, may apply.

I (we) make certain representations and statements in my (our) interview and purchase/sublet application and understand that the Board of Directors has relied on these representations in granting the approval to purchase or sublet. In the event these statements are untrue or violated I (we) understand that it will constitute a default and grounds for rejection of this application or the termination of my (our) Proprietary Lease.

**How would you like your name to appear on the building directory?**

\_\_\_\_\_

Agreed to \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

Apt.# \_\_\_\_ Approx. Move-in date: \_\_\_\_\_

\_\_\_\_\_  
**Applicant Name Printed**

\_\_\_\_\_  
**Applicant Name Printed**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Applicant Signature**

# The Northgate Emergency Contact Form

The Northgate management will make every effort to contact shareholders or subtenants in case of emergency. If access to an apartment is necessary, management will always attempt to contact a resident first and make the necessary arrangements.

**In an emergency management will use a key provided by the resident. House Rules require each resident to make a key available to the Building Staff. If a key is not available the shareholder/resident may be held responsible for any emergency access, including replacement of the entrance door, frame and cost of a locksmith. In the past, this expense could exceed \$1,000.**

This form is provided to enable the Building Staff to reach residents in an emergency.

Print Name: \_\_\_\_\_ Apt # \_\_\_\_\_

\_\_\_\_\_ Shareholder      \_\_\_\_\_ Subtenant (renter)

Home Tel: \_\_\_\_\_ Work Tel: \_\_\_\_\_

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

Other tel. # \_\_\_\_\_

Email: \_\_\_\_\_

Person(s) to contact in an emergency:

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

Name \_\_\_\_\_ Tel \_\_\_\_\_

**We also recommend that you give a neighbor a key so that we have access in an emergency. Please advise the building staff which neighbor has your key. (optional)**

**Which neighbor has a key to your apartment?** \_\_\_\_\_

Any other contact information or comments:

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



## Northgate Move-In/Move Out Notification Form

**Move in/Move out procedures are explained in detail in the Information Guidebook. The following is a brief listing of the most important information.**

1. Moving in/out is allowed only on weekdays between 9:00 AM and 5:00 PM. There is no moving in/out of the building on Saturdays, Sundays or holidays. No exceptions!
2. Moving in/out **MUST** be through the northside basement door only.
3. Both the Managing Agent and the Superintendent must be notified at least one week in advance of any move. **No one will be allowed to move in/out without proper notice.**
4. No vehicles, including cars, trucks, vans or moving vehicles may be parked on the northside of the building.
5. **Any individual moving in or out must submit a \$500 security deposit. The security deposit must be submitted to the Managing Agent and is payable to 105 Northgate Tenants Corp. No one will be allowed to move in or out of the building without submitting the security deposit.**
6. **Building security must be maintained at all times during any move into or out of the building. Accordingly, all outer doors must be kept closed when not in use, and must be closely monitored at all times to preclude unauthorized entry to the building.**

**Do not drag large items across the basement floor, since it will scratch easily. Damage to the basement floor could result in forfeiture of your security deposit.**

**Note: Administrative fees will be imposed if there are any violations in the move in/out procedure.**

The Managing Agent can be notified by mailing this form to them at Garthchester Realty, 209 Garth Road, Scarsdale, NY 10583. It can also be faxed to them at 914-725-6453.

Name \_\_\_\_\_  
Telephone #(s) \_\_\_\_\_  
Apartment # \_\_\_\_\_  
Move in or Move out Date \_\_\_\_\_

For new residents submit this form as soon as you know the date you'll be moving in. For current residents submit this form for the date you plan to move out.

## NORTHGATE STORAGE BIN AGREEMENT

THIS AGREEMENT is made \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_, between 105 Northgate Tenants Corp, hereinafter designated as the "Landlord", and \_\_\_\_\_, who resides at 105 Garth Road, APARTMENT NUMBER \_\_\_\_\_ Scarsdale, New York, hereinafter designated as "Tenant". The Landlord hereby leases to Tenant and the Tenant hereby rents from the landlord indoor STORAGE BIN NUMBER \_\_\_\_\_ in the building known as 105 Garth Road, Scarsdale, New York, for a fee of \$35 per month, payable in one yearly payment of \$420, payable each October 1st. Rental fees will be prorated when necessary for tenants moving in or out of the premises. (Rental fee subject to change)

1. The term of the Lease herein shall commence on October 1<sup>st</sup> each year. Rent is payable with the maintenance. All terms and conditions regarding the payment of maintenance shall apply, including any appropriate late or administrative fees. **This agreement will automatically renew each year until the Tenant provides 105 Northgate Tenants Corp. with sixty (60) days written notice of their intention not to renew.**
2. In the event of an emergency 105 Northgate Tenants Corp. will have the right to enter the storage unit with whatever reasonable force is necessary. 105 Northgate Tenants corp. reserves the right to enter the storage bin for the purpose of inspection to see that the terms and conditions of this agreement are being complied with.
3. Tenant will be given at least thirty (30) days written notice of any rent increase, and unless notified otherwise all the terms of this agreement shall still be in force.
4. The Tenant agrees to pay the Landlord as rent the yearly sum upon receipt of this agreement. Payment is due whether a statement is received by Tenant or not.
5. The storage space herein leased shall be used solely for the storage of Tenant's own personal or business property which shall be stored by Tenant at Tenant's own risk. Tenant agrees to store said belongings within the limits of the bin designated by the Landlord and Tenant further agrees not to obstruct access to other storage bins or aisles. Tenant may not store items that are perishable, flammable, explosive, illicit, hazardous, contraband or other goods prohibited by law. No paint can be stored.
6. The leased storage shall be used solely for the storage of personal or business property and for no other purpose. There shall be no harboring of animals in said bin.
7. In the event of Tenant's violation of any of the terms and conditions of this agreement, or should the Tenant fail to vacate and surrender possession of the leased storage bin as required hereunder, then in that event, the Landlord shall be authorized to cause the Tenant's property to be removed from the leased premises. The Tenant releases the Landlord from any and all liability arising out of the removal of Tenant's personal property as afore described. In the event that 105 Northgate Tenant's Corp. obtains the services of an attorney to enforce any of the terms of this rental agreement, including the removal of property, Tenant

agrees to pay reasonable attorney's fees and associated costs in addition to other amounts and fees due under this agreement.

8. It is mutually agreed and understood that the Landlord shall not be required to give, nor cause to be given, any service whatsoever to the Tenant, this being a agreement for storage space only; it being specifically understood that the storage area is wholly unattended and unguarded and that the Tenant and others have access to the same; that Tenant's property is under the care, custody and control of Tenant while occupying the storage bin hereby demised.
9. The Landlord shall have the right to cancel and terminate this agreement at any time upon thirty (30) days written notice to Tenant.
10. This agreement is subject and subordinate to all ground and underlying leases and mortgages which may now or hereafter affect the real property of which demised premises form a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. In confirmation of such subordinates, Tenant shall execute promptly any certificate that Landlord may request.
11. The tenant shall not assign this lease, nor underlet the premises nor permit the same to be occupied by anyone other than the Tenant without the prior written consent of the Landlord. Such consent, if given, shall not relieve the Tenant of liability hereunder nor of the need of procuring the written consent of the Landlord for any further or additional assigning or underletting.
12. The demise herein is subject to zoning laws and regulations and building laws and regulations applicable to the demised premises.
13. Upon the cancellation or termination of this Lease either by expiration of the term herein fixed or pursuant to any of the other terms, provisions and conditions hereinabove set forth, Tenant shall promptly vacate, quit and surrender the demised premises. **Said storage bin must be vacated in broom clean condition, or a \$100 clean up fee will be assessed.**
14. It is the intention, of the parties to this agreement that their relationship shall at all times be limited to that of Landlord and Tenant with respect to the storage bins demised and the Tenant's use thereof. Landlord is not responsible for Tenant's property and shall not be liable for damage to, or loss of the Tenant's property. Property is stored at the Tenant's sole risk. The Landlord shall not be responsible for damages caused by the elements including, but not limited to, fire, water, theft, and negligence of other Tenants, occupants or third parties. Tenants are encouraged to seek additional insurance on their existing policies or renter's insurance.
15. The Tenant agrees to indemnify and hold the Landlord harmless for any and all claims, damages or loss asserted against or sustained by the Landlord as a result of the Tenants use of the storage space.
16. This agreement shall not be changed orally, but may only be changed by a written agreement signed by the Landlord.

17. Any change of bins or location must be authorized by the Landlord. Such change shall not constitute a deviation from this agreement.
18. Any notice to be served upon Tenant herein shall be sent by ordinary mail to the address designated herein. Said notice shall be effective as of the date of mailing. No items of this agreement shall be altered and no conditions shall be waived except by written agreement of all parties.
19. This Lease shall terminate in the event that Tenant no longer resides at 105 Garth Road Scarsdale, New York.
20. 105 Northgate Corp. will not lease any storage rooms to tenants that are for any and all reasons in arrears. Any tenant that becomes in arrears during the term of this agreement agrees that the co-op corporation may seek removal of the contents of the storage bin and terminate this agreement.

**21. NO STORAGE OF LITHIUM-ION BATTERIES, E-BIKES OR ANY HAZARDOUS MATERIALS**

\_\_\_\_\_ Apt. # \_\_\_\_\_  
Print Name Signature

## Attention New Residents:

At the conclusion of your interview you must submit the following documents to the interview committee:

- 1) Purchase/Sublet Affidavit
- 2) Emergency Contact Form

Thank you for your cooperation!