

WARWICK

House Rules

and

Resident Handbook

*Warwick Owners Corp.*

*76-12 35<sup>th</sup> Avenue*

*Jackson Heights*

*NY 11372*

**The Warwick is a residential building;  
these House Rules aim to make sure  
that all residents are able to  
enjoy living peacefully  
at the Warwick.**

<b>I. Governance.....</b>	<b>3</b>
Use of Premises .....	3
Maintenance and Fees.....	4
Storage .....	4
<b>II. Policy.....</b>	<b>5</b>
Homeowner's Insurance .....	5
Moving Policy.....	5
Delivery Policy .....	7
Alteration Policy .....	8
Pet Policy .....	8
<b>III. Building.....</b>	<b>9</b>
Emergencies and Keys.....	9
Apartments and Repairs.....	9
Public Areas .....	10
Back Garden .....	11
Laundry Facilities .....	12
Garbage and Compactor Rooms .....	13
Pest Control.....	14
<b>IV. Public Interaction .....</b>	<b>14</b>
Canvassing and Posting .....	14
Open Houses, Tours and Tag Sales .....	15

## WARWICK HOUSE RULES

### **I. Governance**

1. The Warwick Owners Corp. Board of Directors (“Board”) has adopted the following House Rules as part of the Proprietary Lease signed by each Shareholder. Accordingly, any violation of the House Rules is a breach of the Proprietary Lease.
2. All Warwick Shareholders and residents – including their guests and invitees – must comply with the House Rules. Shareholders are liable for their family members, live-in tenants, subtenants, as well as their guests and invitees, and must ensure that they comply with these House Rules.
3. For the purpose of the House Rules, ‘family members’ are understood to be spouses or live-in partners, children, parents or siblings, while roommates or domestic employees are considered ‘live-in tenants’.
4. Shareholders must provide to Management their contact information in cases of emergency (Shareholder home or business telephone number or cell phone or email) as well as an emergency contact name and telephone number. Management may request an update of this information from time to time. Shareholders must respond to communications from Management which request a reply.
5. All fines or penalties issued to the Warwick by any government agency which have been caused by a Shareholder’s or resident’s violation of any law will be billed to the Shareholder’s account. Shareholders who have questions or complaints regarding these House Rules should submit them in writing to Management.
6. If a matter remains unresolved after discussion with Management, the Shareholder can bring the issue to the Board’s attention by writing an email to the Board. Any correspondence of the Shareholder with Management should be included. Except in cases of a clear emergency (at the discretion of the Board President) requiring an immediate response, the Board will respond after its next regularly scheduled meeting. The current email address of the Board is [warwickownerscorp@gmail.com](mailto:warwickownerscorp@gmail.com).
7. The Board may at any time amend, update or repeal the current House Rules, and adopt new rules, as deemed appropriate.

### **Use of Premises**

8. Shareholders may not, without written consent of the Board, occupy or use their apartment for any purpose other than as a residence for themselves, their family members, their live-in tenants or Board-approved subtenants.

## WARWICK HOUSE RULES

9. No Shareholder may sublet his/her apartment without Board approval. This applies to sublets of an entire apartment or any portion thereof. Please contact Management to review the current terms for sublease applications.
10. Subtenants include, but are not limited to, residents who have been approved by the Board to occupy a Shareholder's residence for any length of time in the absence of the Shareholder. In this case, the Shareholder must submit a sublet application and all necessary documents and fees to the Board for approval prior to the subtenant's occupancy.
11. All residents must be registered with Management, listing their relationship to the Shareholder of the unit in which they live. It is the responsibility of each Shareholder to update this information with Management within 30 days of any change. Management may request an update of this information from time to time.
12. No Shareholder or resident shall conduct any commercial activities or enterprises in any portion of the property without prior written consent of the Board of Directors. The term 'commercial activities or enterprises' specifically includes, but is not limited to, having temporary guests or invitees in exchange for compensation.
13. Shareholders or residents shall not make nor permit any disturbing noises that may interfere with the rights, comfort or convenience of other residents. No loud playing of musical instruments, radios, stereos, televisions or any loudspeaker in a manner that disturbs other residents shall be permitted between the hours of 11 p.m. and 8 a.m. the following morning.

### **Maintenance and Fees**

14. Maintenance payments are due on the first day of each month. Shareholders whose maintenance payments have not been received by the 10<sup>th</sup> of the month will be charged a late fee as established by the Board.
15. Any check written for credit to a Shareholder's account which is returned for insufficient funds shall result in a fee charged to the Shareholder, dependent, in part, upon bank charges incurred. This applies regardless of the payor identified on the check.
16. The Board reserves the right to charge administrative fee(s) for any violation of these House Rules, including, but not limited to, violations of the policies on moving, deliveries, alterations, pets or mandatory insurance.

### **Storage**

17. Storage lockers, as well as special storage for bicycles, strollers and air conditioners, are available for rental for a monthly fee. Please contact Management to review the current terms for storage applications.

## **II. Policy**

### **Homeowner's Insurance**

18. Shareholders/residents are responsible for any damage to the personal property within an apartment for any reason. Shareholders are responsible for any damage to other apartments or the common areas and property of the Warwick that arises from problems originating in their apartment. The Warwick insurance for the building does not cover personal property within an apartment or damage for which Shareholders are liable.

19. Shareholders must purchase and maintain adequate homeowner's insurance coverage at all times, including but not limited to when the apartment is vacant. The insurance policy must include personal property loss and liability coverage.

20. The Shareholder must provide Management with documentation of compliance with the requirements of this house rule on an annual basis.

### **Moving Policy**

21. In order to minimize inconvenience to residents, the following Moving Policy regulates the mandatory procedures for all residents wishing to move into or out of the Warwick building. The term 'move' applies to moving into or moving out of an apartment, even if only a few household items are transported at a time. What constitutes a 'move' in this policy is determined by Management in consultation with the Board. Shareholders should contact Management for any questions about this policy well ahead of any move.

22. Prior approval and a deposit (refundable) are required for a move. Please contact Management before making any moving plans in order to get the current terms for move applications.

23. All moves must be coordinated and supervised by the Superintendent, who will inspect the elevator and common areas before and after the move.

24. Moves in violation of any rule contained in this moving policy are subject to a fee for each rule violation, as set in the current terms for moving application. To the extent that the moving deposit does not cover any such fee, the amount of the fee will be billed to the Shareholder's account.

25. Any violations or damages caused during the move will be the responsibility of the Shareholder who owns the shares related to the apartment at the time of the move.

## WARWICK HOUSE RULES

### **(a) Prior to Moving**

26. To schedule a move, Management must be notified no less than seven (7) business days in advance of the requested moving date. If the resident moves in or out with the assistance of professional services, a certificate of current liability and workers' compensation insurance held by the moving company must be submitted to Management no less than seven (7) business days prior to the move.

27. A refundable moving deposit must be provided to Management to no less than seven (7) business days prior to the move. The deposit must be a money order or certified check payable to Warwick Owners Corp. Once the deposit is received, Management will notify the Superintendent to schedule the move. This deposit will be held in escrow until satisfactory completion of the move.

### **(b) Moving**

28. Moving is permitted Sundays through Thursdays only. Moving is not permitted on Fridays, Saturdays, or legal holidays. Moving hours are exclusively from 9 a.m. to 5 p.m. Moves not completed by 5 p.m. will result in a per-hour charge for staff coverage.

29. All moves must be completed through the basement entrance. All building entrance doors and garden gates must be kept closed or guarded during the move.

30. For all moves, the elevator must be protected with elevator pads and floor coverings provided by the Superintendent.

31. Any excess trash and boxes must be taken to the basement for proper disposal. In no circumstance shall trash or boxes be left in hallways, stuffed into the compactor chutes, left in the compactor rooms or left outside of the building, in the garden or on the sidewalk.

### **(c) After Moving**

32. Upon completion of the move, the Shareholder/resident is required to notify the Superintendent, who will inspect for any damage to the elevators and other common areas of the building.

33. If any damage has occurred during the move, Management will notify the Shareholder in writing. The cost of any repairs will be deducted from the deposit amount. The balance, if any, will be refunded to the Shareholder within two weeks. If the cost of repairs exceeds the amount of the deposit, the account of the Shareholder who owns the shares related to the apartment at the time of the move will be charged the outstanding balance.

## **Delivery Policy**

34. In order to minimize inconvenience to residents, the following Delivery Policy regulates the mandatory procedures for all residents wishing to arrange a delivery or removal of any one large or multiple smaller items. Large items include but are not limited to refrigerators, dishwashers and large or heavy pieces of furniture. Grocery deliveries, mail deliveries and package deliveries from the United States Postal Service or any similar commercial carrier are exempt from this policy. What constitutes a 'delivery' in this policy is determined by Management in consultation with the Board. Residents should contact Management with any questions about this policy ahead of any delivery.

35. Prior approval and a deposit (refundable) are required for a delivery. Please contact Management prior to making any plans and to review current terms for delivery applications.

36. All deliveries must be coordinated and supervised by the Superintendent, who will inspect the elevator and common areas before and after the delivery.

37. Violations or damages caused during the delivery by residents who are not Shareholders will be the responsibility of the Shareholder owning the apartment.

38. Deliveries in violation of any rule contained in this delivery policy are subject to a fee for each rule violation, as set in the current terms for delivery application. To the extent that the deposit does not cover any such fee, the amount of the fee will be billed to the Shareholder's account.

### **(a) Prior to Delivery**

39. To schedule a delivery, Management must be notified no less than three (3) business days in advance of the requested delivery date. If the resident has a delivery with the assistance of professional services, a certificate of current liability and workers' compensation insurance held by the delivery company must be submitted to Management no less than three (3) business days prior to the delivery.

40. A refundable delivery deposit must be made to Management no less than three (3) business days prior to the move. The deposit must be a money order or certified check payable to Warwick Owners Corp. Once the deposit is received, Management will notify the Superintendent to schedule the delivery. This deposit will be held in escrow until satisfactory completion of the delivery.

### **(b) Delivery**

41. Deliveries are permitted Sunday through Thursday only. Deliveries are not permitted on Fridays, Saturdays, or legal holidays. Delivery hours are exclusively from 9 a.m. to 5 p.m.

## WARWICK HOUSE RULES

42. All deliveries must be completed through the basement entrance. All building entrance doors and garden gates must be kept closed or guarded during the delivery.

43. For all deliveries, the elevator must be protected with elevator pads and floor coverings provided by the Superintendent.

44. Any excess trash and boxes must be taken to the basement for proper disposal. In no circumstance shall trash or boxes be left in hallways, stuffed into the compactor chutes, left in the compactor rooms or left outside of the building, in the garden or on the sidewalk.

### **(c) After Delivery**

45. Upon completion of the delivery, the resident is required to notify the Superintendent, who will inspect for any damage to the elevators and other common areas of the building.

46. If any damage has occurred during the delivery, Management will notify the Shareholder in writing. The cost of any repairs will be deducted from the deposit amount. The balance, if any, will be refunded to the Shareholder within two weeks. If the cost of repairs exceeds the amount of the deposit, the Shareholder's account will be charged the outstanding balance.

### **Alteration Policy**

47. Shareholders must obtain written approval from the Board prior to making any renovations, alterations or changes in the apartment. This applies to work by third parties as well as Shareholders or residents. Please contact Management to review the current terms for alteration applications.

48. Pre-approved repair work in any apartment or other installation involving noise can only be conducted on weekdays (not including legal holidays), and exclusively between the hours of 9 a.m. and 5 p.m.

49. During alterations, contractors are required to cart away all refuse and debris for proper disposal. All debris must be removed from the building through the basement. All building entrance doors and garden gates must be kept closed or guarded during the removal. In no circumstance shall trash or boxes be left on the premises of the Warwick; this includes, but is not limited to, the basement, hallways, the compactor rooms, the compactor chutes or outside of the building, in the garden or on the sidewalk.

### **Pet Policy**

50. The Warwick has a strict no dog policy. (The only exception is grandfathered dogs, which are permitted in common areas, provided they are on a leash at all times, even if carried.)



## WARWICK HOUSE RULES

- 51. No dogs may “visit” Shareholders; there are no dogs permitted in the building, except as stated above.
- 52. No bird or animal shall be fed from windowsills, fire escapes, front entrance, back garden or other public portions of the building or on sidewalks adjacent to the building.
- 53. No pets are permitted in the back garden or laundry room at any time.

### **III. Building**

#### **Emergencies and Keys**

- 54. If cases of a building emergency, such as a leaking pipe, overflowing toilet, fire or similar hazardous events, please notify the Superintendent immediately. Please do not call or email the Board, as emergencies require a Management response.
- 55. If the emergency occurs after hours, please call the Management emergency line instead. After hours are Sundays through Thursdays after 5 p.m. and all day Fridays and Saturdays (Superintendent has these days off).
- 56. Each Shareholder shall provide the Superintendent a full set of apartment keys in case of any such emergency. The keys will be kept in a secure, locked location.
- 57. In cases of emergency, the Board and its agents and authorized workmen shall be permitted to enter at any time and without notice to make or facilitate repairs in any part of the building or to cure any default by the Shareholder or resident.
- 58. If an apartment key is not made available to the Superintendent, the Shareholder will be required to pay for any damage and repairs to their door, lock, and associated fixtures caused by Management, staff or emergency services, such as the Fire Department of New York (FDNY) or New York Police Department (NYPD), needing to gain emergency access to the apartment.
- 59. Management has provided the Shareholders of each unit in the building with two master keys for the entrance and side gates. Additional keys or replacement keys may be ordered through Management for a fee that will be added to the Shareholder account.

#### **Apartments and Repairs**

- 60. The following appliances are strictly prohibited from being installed in apartments: laundry washers or dryers of any kind; whirlpool tubs; dishwashers with external hoses; waste disposal units in kitchen sinks. Other than one gas stove range per apartment, no appliances with combustible fuel are permitted. Any damages resulting from the use of non-complying appliances or incurred through a negligence of maintenance by a Shareholder shall be repaired at the expense of the offending Shareholder.

## WARWICK HOUSE RULES

61. Plumbing fixtures in the building must not be used for any other purpose than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other articles be thrown into the plumbing fixtures. The cost of repairing any damage resulting from misuse of any plumbing fixture, or other apparatus, shall be paid for by the Shareholder in whose apartment the damage originated.
62. The need for grouting work in the bathrooms should be attended to immediately. Damage incurred when the Shareholder fails to maintain their bathroom grout properly will be repaired by Management at the Shareholder's expense.
63. To request minor repairs and to report other problems, please contact the Superintendent or complete a work order form. If a problem cannot be fixed right away, or is beyond the responsibilities of the building staff, the Superintendent will advise the Shareholder and forward the issue to Management.
64. Renters, whether Sponsor tenants or Shareholder subtenants, should contact their landlord, unless there is a building emergency. In emergencies, renters should contact the Superintendent or, if it is after hours, contact Management.
65. If Shareholders have a building complaint that requires inspection or repair, they should contact Management in writing by regular mail, courier or email. Unless it is an emergency call, all complaints should be in writing. In emergencies, please contact the Superintendent or, if it is after hours, contact Management.

### **Public Areas**

66. No radio, television aerial antenna, satellite dish, transmitter or similar object shall be attached to or hung from the exterior of the building. The running of wires (electric, cable, etc.) for personal use on the exterior of the building is expressly prohibited.
67. No awnings or non-window air-conditioning units shall be used unless expressly approved by Management or the Board, nor shall anything be projected out of any window of the building without similar approval.
68. Shareholders or residents with children under age ten (10) or younger must have window guards installed by the Superintendent.
69. All window air conditioners must have safety brackets and be installed in accordance with the requirements of applicable municipal law. If using a commercial vendor, the resident must provide a certificate of current liability and workers' compensation insurance to Management prior to scheduling installation. Seasonal storage space is available for air conditioners. Residents should contact Management for details.

## WARWICK HOUSE RULES

70. The outside of windows may not be cleaned from outside the apartment. Window glass shall not be painted or covered with sheets, newspapers, construction paper, shower curtains, etc., except as a temporary measure for up to two weeks.
71. No resident shall be allowed on the roof except in the case of fire or other emergency.
72. The Warwick is a non-smoking building. No smoking is permitted in any of the common areas, including the lobby, all public halls and stairways, fire escapes, the basement, the laundry room, the rear of the building, the garden, and the front of building to the sidewalk.
73. The lobby, halls, stairways and elevators of the building shall not be obstructed or used for any purpose other than entering and exiting the apartments. Public areas, such as the lobby, halls, stairways, basement, fire escapes, or elevators, are not meant for playing. This includes rough housing, playing with bikes, roller skates or scooters, hockey or ball playing, or any other kind of noisy play. Small children should be accompanied and supervised at all times by a responsible adult in the public areas.
74. No article shall be placed in the hallways or on the staircase landings or fire escapes, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the building. No public halls or areas of the building shall be decorated or furnished by any resident in any manner unless approved in writing by the Board.
75. Apartment entrance doors may not be altered without prior permission of Management or the Board of Directors. Apartment entrance doors are to be maintained as fire proof and self-closing. In accordance with applicable law, there should be no tampering or blocking the self-closing hinge of the door. Doormats are not permitted in the hallways, and apartment entrance doors may not be propped open.
76. Baby strollers, bicycles, scooters, tricycles or any other kind of vehicle are not allowed to be placed or stored, even temporarily, in the public halls, stairways, lobby or front entrance of the building. Storage space is available for bicycles and strollers. Residents should contact Management for details.
77. Please be considerate of other residents when using cell phones in the public areas of the Warwick.

### **Back Garden**

78. The back garden is open to residents and their guests from sunrise to sunset seven days a week. Please be considerate of the residents who face the back garden and other neighbors, and refrain from noisy activities. The back garden is not a playground. All persons enjoying the back garden are requested to leave the area, and the outdoor furniture installed by Management, in the same condition they found it.

## WARWICK HOUSE RULES

79. The back garden will close promptly at sunset each day. Anyone in the back garden when it closes will be asked to leave by building personnel. Any personal property, including indoor plants, left in the back garden at closing will be discarded without notice.
80. Shareholders/residents and their guests must abide by the rules and regulations for the back garden. Each apartment may bring a maximum of six guests to the back garden at any one time. For security reasons, the back gates and entrance to the garden must be kept closed at all times.
81. Shareholders are responsible for any damage caused by them, their family members, residents of their apartments, their subtenants or their invitees, intentionally or accidentally, to the back garden. This includes the landscaping, lighting, furniture, security cameras, sprinklers or any other accessories or equipment.
82. Children under age 16 must be accompanied and supervised by an adult at all times. Adults supervising children that are making a disturbance will be asked to leave in such cases. Parents or guardians will be liable for any damages caused by their children or employees.
83. The following activities are not permitted in the back garden at any time: smoking; grilling or barbecuing; playing music openly; running, jumping, ball playing or rough housing; loud noise, foul language or yelling; standing on garden furniture; use of water hoses or faucets.
84. The following objects are not allowed in the back garden at any time: pets; furniture (other than that provided by Management); candles or objects with any type of flame or combustible fuel; playpens; child swings; swimming pool; water balloons; bicycles, skateboards, roller skates or other athletic equipment.
85. Bicycles that are being wheeled from the storage location to the sidewalk must be walked, not ridden, on the path.
86. Management may close the back garden at any time without notice for repair, regular maintenance or severe weather.

### **Laundry Facilities**

87. Laundry facilities are for the exclusive use of residents of the Warwick for their personal laundry only. Use by non-residents, other than authorized guests, is prohibited.
88. No eating or drinking is permitted in the laundry room. No pets are permitted in the laundry room.
89. Children under 16 must be supervised at all times in the laundry room by a responsible adult.

## WARWICK HOUSE RULES

90. The machines in the laundry room shall be used in accordance with the posted instructions, and no dye or similar foreign substances shall be used.
91. Residents should notify the Superintendent of problems or broken machines in the laundry room. They should also report the problems to the laundry vendor so the issue can be corrected. (Contact information is provided in the laundry room.)
92. Laundry carts are the property of the Warwick Owners Corp. and shall not be removed from the laundry room. Tables in the laundry room are to be kept clean and used for folding laundry only.
93. Laundry machines left unattended at the completion of a cycle may be emptied by other users, as needed.
94. The Board reserves the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

### **Garbage and Compactor Rooms**

95. All fines or penalties issued to the Warwick by any government agency which is caused by a Shareholder's/resident's violation of any law will be billed to the Shareholder's account.
96. Garbage and refuse from the apartments shall be disposed of only at times and in such manner as the Superintendent or Management of the building may direct. Please refer to postings in each compactor room.
97. All items placed into the trash chute must be in a drip-proof garbage bag. Shareholders and residents are responsible for cleaning up any leakage caused by the removal of their refuse to the compactor room.
98. All paper, plastic, glass, metal and foil deemed appropriate by city ordinance for recycling shall be disposed of in the appropriate containers. Recyclable items should be rinsed prior to placing in the recycle bins to reduce infestation of pests and vermin.
99. No glass or sharp objects should be thrown down the chute, as this is hazardous to the staff. Please place glass or sharp objects in the designated containers.
100. Flammable solvents, cleaning items, paint cans and any other hazardous items must not be thrown down the chute. Residents should review information on New York sanitation website or contact 311 to obtain information on proper disposal.
101. Small household goods (kitchen utensils, small appliances) shall not be left in the recycle bins in the compactor room. Personal items (shoes, clothing, toys, etc.) shall not be left in the recycle bins or compactor room. Please bring these items bagged to the basement refuse area or

## WARWICK HOUSE RULES

make arrangements for a donation to an outside organization. Large boxes should be broken down and brought down to the basement.

102. Large items (appliances, furniture, carpets, rugs, etc.) should be discussed with the Superintendent or Management for proper disposal prior to being taken out of the apartment.

103. The Department of Sanitation, New York (DSNY) requires all City residents to fully encase all discarded mattresses, futons and box springs within a sealed plastic bag prior to DSNY collection. Disposal of mattresses/futons/box springs must be arranged with the Superintendent, who will provide plastic casing. Shareholders or residents are responsible for the proper disposal of their mattresses and are liable for any DSNY violations.

104. Any changes to these rules will be posted in the compactor rooms or public common areas or otherwise be communicated to Shareholders/residents.

### **Pest Control**

105. Warwick Owners Corp. takes measures to control or exterminate vermin, insects or other pests with a licensed, insured exterminator hired by the Corporation. The exterminator may enter any apartment at any reasonable hour of the day for inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate pests, insects or vermin.

106. Sign-up sheets are available and walk-throughs are scheduled twice a month by Management at no additional cost to the Shareholders or residents.

107. No outside exterminator should be hired by Shareholders or residents. If cases of a pest issue, please contact Management.

108. If Warwick Owners Corp. must take legal measures or other action to control an infestation in an apartment, the cost of such measures shall be added to the Shareholder's account.

## **IV. Public Interaction**

### **Canvassing and Posting**

109. Canvassing, soliciting, political campaigning, fundraising or peddling for any other causes besides business related to the Warwick is strictly prohibited.

110. No circulars, flyers, menus, advertising matter unrelated to the Warwick shall be placed under or near resident's doors, in the lobby or in the vestibule. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or near any window, elevator, lobby, vestibule or other part of the building. Exceptions must be approved in writing by the Board.

## WARWICK HOUSE RULES

111. Lobby and laundry room bulletin boards are provided for the use of Shareholders or residents to post notices and advertisements for such items as apartments for sale, household goods, automobiles, and so forth. Notices and advertisements may not be larger than 8.5 x 11 inches. All postings should be dated. Postings will be removed after 14 days. All undated postings will be removed immediately.

112. In order to maintain a level of fairness regarding the use of bulletin board space and to maintain a neat and orderly appearance, use of the bulletin boards is limited to residents of the Warwick and postings are permitted for the following purposes: newspaper or magazine articles related to the building or community; concerts or meetings directly related to residents of the Warwick; apartments in the Warwick for sale; or personal goods offered for sale by Shareholders/residents of the Warwick. Postings advertising commercial goods or services are prohibited.

113. Postings that contain language or images deemed generally offensive or derogatory remarks or threats of any kind will not be tolerated and promptly removed. Whether any postings are of this nature shall be in the sole discretion of the Board.

### **Open Houses, Tours and Tag Sales**

114. For security purposes, all open houses, tours and tag sales must be scheduled through Management, with a minimum three (3) business day notice. This is to ensure there is no conflict with other apartments.

115. To reduce traffic in the building, Management may limit the number of open houses, tours or tag sales in any given month or at any given time and may also limit them to a set number of hours during any given day.

116. Visitors are to be escorted at all times while in the building during open houses, tours or tag sales. No more than six visitors will be allowed to visit an apartment at one time during open houses, tours or tag sales.

117. For broker-conducted open houses, two representatives from the brokerage firm must be present – one representative to show the apartment and the other stationed in the lobby – to escort visitors to and from the apartment. For those not involving brokers, the Shareholder must arrange for a second person to be stationed in the lobby to escort visitors to and from the apartment.

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