

# Sales Application

## *Warwick Owners Corp.*

*76-12 35<sup>th</sup> Ave., Jackson Heights,  
New York, 11372*

|||  
NEW BEDFORD MANAGEMENT CORP.  
|||

**SAMANTHA YEARWOOD  
(646) 453-5267 | DIRECT  
SAMANTHA@NBMGMT.COM**

## SALES APPLICATION PACKAGE CHECKLIST

*(All applicants over the age of 18 who intend to reside in the premises must provide the required specified documents.)*

1. Completed and signed Sales Application. ☐
2. Completed financial statement(s) for each Applicant. ☐
3. Completed net worth form(s) for each Applicant (see attachment). ☐
4. Copy of the fully executed contract of sale. ☐
5. Copy of the loan commitment letter if Applicant(s) intends to obtain a mortgage to finance the purchase. ☐
6. Aztec form of Recognition Agreement if sale is being financed. ☐
7. Copy of W-2 forms and federal income tax forms for prior two (2) years for each Applicant. ☐
8. Copy of the three (3) most recent bank statements showing account holders and account balances (checking/savings/money market/investments, where applicable) for each Applicant. ☐
9. Copy of pay-stubs for the three (3) most recent months for each Applicant. ☐
10. Credit check authorization for each Applicant. ☐
11. Criminal check authorization for each Applicant. ☐
12. Letter of employment from a person of appropriate authority (such as Human Resources Manager, Personnel Director, Owner, etc.) stating length of employment, job title and annual salary for each Applicant. ☐
13. Rental reference form(s) for all rentals over the last three (3) years, and letter from current landlord (on letterhead of Management Company) stating length of tenancy and amount of monthly rent paid for by each Applicant. ☐
14. Two (2) personal letters of reference for each Applicant. ☐
15. One (1) business letter of reference for each Applicant. ☐

**SALES APPLICATION PACKAGE CHECKLIST**  
*(continued)*

- |   |                          |
|---|--------------------------|
| 16. Lead Paint rider, signed by each Applicant(s) and Shareholder(s).   | <input type="checkbox"/> |
| 17. Carbon Dioxide rider signed by at least one Seller and notarized.   | <input type="checkbox"/> |
| 18. Smoke Detector rider, signed by at least one Seller and one Purchase Applicant and notarized.   | <input type="checkbox"/> |
| 19. Window Guards rider signed by each Applicant.   | <input type="checkbox"/> |
| 20. Name Plate/Key rider signed by each Applicant.  | <input type="checkbox"/> |
| 21. Sublease Policy rider signed by each Applicant.   | <input type="checkbox"/> |
| 22. Consent to service of process signed by each Applicant.   | <input type="checkbox"/> |
| 23. Acknowledgement of receipt of the House Rules and Resident handbook and agreement to abide by them, signed by each Applicant.   | <input type="checkbox"/> |
| 24. Processing Fee of \$650 (non-refundable), payable to New Bedford Management Corp., by Applicant(s), certified check or money order only.  | <input type="checkbox"/> |
| 25. Credit Check Fee + Criminal Report Fee of \$250 (non-refundable) for each Applicant, payable to New Bedford Management Corp., by Applicant(s), certified check or money order only. | <input type="checkbox"/> |
| 26. Administration Fee of \$500 (non-refundable), payable to Warwick Owners Corp. Payable by Purchase Applicant(s), certified check or money order only.                                | <input type="checkbox"/> |
| 27. Move-in deposit of \$1000 (refundable), payable to Warwick Owners Corp. Payable by Purchase Applicant(s), certified check or money order only.                                      | <input type="checkbox"/> |
| 28. Move-out deposit of \$1000 (refundable), payable to Warwick Owners Corp. by Seller, certified check or money order only.  | <input type="checkbox"/> |

## PURCHASE APPLICATION PROCEDURES

*You can conveniently complete this application form by typing information into the highlighted fields.  
Print your completed form, sign it as required (electronic signatures accepted),  
and submit it to Management.*

Applicants wishing to purchase shares of the Warwick Owners Corp. must successfully complete the application process. Please note that all Applicants and other adults (over the age of eighteen) who are to reside in the apartment, as well as guarantors, must complete and sign the enclosed credit check and criminal check forms. Please make additional copies as needed.

**Only completed packages will be forwarded to the Board of Directors for review.**

Please submit one (1) original copy to Management with all applicable fees by regular mail or courier. Please submit a second PDF version (with all social security numbers removed from all documents for your own protection) via email only to [Samantha@nbmgmt.com](mailto:Samantha@nbmgmt.com). Your social security number will not be shared with anyone outside of the management office. If a document is not included, please provide a written explanation.

### Fees required at time of application

Applicant(s) must pay the following fees, by certified check or money order only:

- **Processing Fee of \$650** (non-refundable) per application, payable to New Bedford Management Corp.
- **Credit Check + Criminal Report Fee of \$250** (non-refundable) for each Applicant, payable to New Bedford Management Corp.
- **Administration Fee of \$500** (non-refundable), payable to Warwick Owners Corp.
- **Move-in deposit of \$1000** (refundable), payable to Warwick Owners Corp.  
This deposit will only be refunded after the Applicant(s) has/ (have) completely moved in without damages or violating the building's house rules, including moving policy.

Seller(s) must pay, by certified check or money order only:

- **Move-out deposit of \$1000** (refundable), payable to Warwick Owners Corp. This deposit will only be refunded after the premises have been vacated, provided complete compliance with the building's house rules and moving rules and closing completed. Shareholder will be responsible for any damages or violations of house rules, including moving policy, and will be billed for any costs and expenses.

All application information documents and fees must be submitted to:

**New Bedford Management Corp.**

Attention: Samantha Yearwood

210 East 23 St., 5th floor

New York, NY 10010

[Samantha@nbmgmt.com](mailto:Samantha@nbmgmt.com)

## **PURCHASE APPLICATION PROCEDURES**

*(continued)*

### **Financial Requirements**

Applicants' housing expenses (mortgage plus maintenance) must not exceed twenty-five percent (25%) of gross income. In addition, after deducting deposits and closing costs, the cash balance in their accounts over the preceding ninety (90) days must be sufficient to cover six (6) months of housing expenses.

#### **Only complete applications will be considered by the Board.**

Once a complete application has been submitted, including all required documentation and payment of all applicable fees, the Managing Agent will conduct a check of the creditworthiness and criminal background of all Applicant(s). The Managing Agent will then forward the application package to the Board together with the credit and criminal reports.

The Board will review the application and may request additional information or documents.

#### **The Board has no obligation to explain its decision to Shareholder(s) or Applicant(s).**

Please allow a minimum of three (3) weeks (after the complete application has been received) for the processing of the application and the possible scheduling of an interview. All persons (adults and children) who would be residing in the premises must attend the interview. The Managing Agent will notify Applicant(s) whether their application has been approved or rejected. Submitted documents will not be returned.

<b>WARWICK OWNERS CORP. PURCHASE APPLICATION</b>		
Application is herewith submitted for the purchase of _____ shares of common stock of Warwick Owner's Corp., and for the right of residency in apartment _____.		
Purchase Price:		
Amount of Financing (80% max):		
Deposit on contract:		
Cash needed to close:		
Closing costs/special conditions		
<b>APPLICANT #1 PERSONAL INFORMATION</b>		
Name:		SSN:
Current address:		
City:	State:	ZIP Code:
Home Phone:	Work:	Cell:
Email:		
<b>APPLICANT #1 EMPLOYMENT INFORMATION</b>		
Current employer:		
Employer address:		
City:	State:	ZIP Code:
Occupation:	How long?	
<b>APPLICANT #2 PERSONAL INFORMATION</b>		
Name:		SSN:
Current address:		
City:	State:	ZIP Code:
Home Phone:	Work:	Cell:
Email:		
<b>APPLICANT #2 EMPLOYMENT INFORMATION</b>		
Current employer:		
Employer address:		
City:	State:	ZIP Code:
Occupation:	How long?	

ALL ADDITIONAL PERSONS WHO WILL RESIDE IN THE APARTMENT		
Adults	Children	Ages of Children
NAMES OF ALL RESIDENTS AT THE WARWICK KNOWN BY THE APPLICANT		
Name:		
Name:		
Name:		
INSTRUMENTS PLAYED BY THE APPLICANT(S) AND THE EXTENT THEY ARE PLAYED AT HOME:		
PET INFORMATION		
Do you own a pet?	If yes, what kind:	How many?
Additional pets:	Type of additional pets:	How many?
ADDRESS, BRIEF DESCRIPTION, AND FUTURE PLANS FOR ANY ADDITIONAL RESIDENCE(S) OWNED OR LEASED:		
INCOME		
Please attach copies of the last two (2) W-2 and Federal Income Tax forms and three (3) most recent paycheck stubs. Please provide documentation for other income including sources and amounts.		
	Applicant 1	Applicant 2
Annual Salary		
Other income		
Total income		
Total combined income from all sources		

**PLEASE PROVIDE ANY ADDITIONAL INFORMATION IN SUPPORT OF YOUR APPLICATION  
(OR PROVIDE ADDITIONAL ATTACHMENT)**

[illegible]

## PURCHASER ATTORNEY INFORMATION

Attorney Name:	Firm:
Phone:	Fax: Email:

## BROKER INFORMATION

Broker Name:	Firm:
Phone:	Fax: Email:

## SIGNATURES

I/We authorize the verification of the information provided on this form.

Signature Applicant 1:	Date:
Signature Applicant 2:	Date:



<b>CURRENT HOUSING STATUS</b> <b>Please complete one form for EACH Applicant.</b> <b>Additional copy included as attachment with this application.</b>			
Name:			
Do you:	Rent	Own	Other
LANDLORD INFORMATION			
Landlord Name:		Company:	
Phone:	Fax:	Email:	
ADDRESS			
Current address:			
City:	State:	ZIP Code:	Length of residence:
Reason for leaving:			
<b>PREVIOUS ADDRESSES</b> <b>If you have lived at the above address for less than three (3) years, please provide your previous addresses.</b>			
Previous address:			
City:	State:	ZIP Code:	Length of residence:
Previous address:			
City:	State:	ZIP Code:	Length of residence:
Previous address:			
City:	State:	ZIP Code:	Length of residence:
Previous address:			
City:	State:	ZIP Code:	Length of residence:

## FINANCIAL STATEMENT

**Please complete one form for EACH Applicant.**  
**Additional copy included as attachment with this application.**

If any of the questions are answered with a “Yes” please note what the “Yes” refers to and give an explanation at the bottom of the page.

## NAME OF APPLICANT:

Do you have any outstanding judgments against you?	
In the past seven years, have you filed for bankruptcy?	
Are you a guarantor or co-maker on a note, lease or any other financial document?	
Are you party to a lawsuit?	
Are you obligated to pay alimony, child support or separate maintenance?	
Have you ever lived in this building before?	
If yes, what years have you lived at the Warwick?	
Is any part of the down payment borrowed (If so, please give details)	
Please complete net worth form for each Applicant (see attachment).	

**DETAILED EXPLANATION RELATING TO THE ABOVE “YES” ANSWERS:**

[illegible]

**SIGNATURE**

**I authorize the verification of the information provided on this form.**

Signature Applicant :	Date:
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<b>CREDIT CHECK AUTHORIZATION</b> <b>Please complete one form for EACH Applicant.</b> <b>Additional copy included as attachment with this application.</b>			
Applicant name:			
Date of Birth:		SSN:	
HOME ADDRESSES FOR THE LAST SEVEN (7) YEARS			
Previous address:			
City:	State:	ZIP Code:	Length of residence:
Previous address:			
City:	State:	ZIP Code:	Length of residence:
Previous address:			
City:	State:	ZIP Code:	Length of residence:
Previous address:			
City:	State:	ZIP Code:	Length of residence:
Previous address:			
City:	State:	ZIP Code:	Length of residence:
AUTHORIZATION AND SIGNATURE			
In connection with my purchase/sublet of property, I authorize the procurement of a credit report on myself. I further authorize all credit agencies, banks, lending institutions and persons to release information they may have about me and release them from any liability and responsibility doing so. This authorization, in original or copy form, shall be valid for this and any future reports that may be requested. Further information may be available upon written request within a reasonable period of time.			
Signature Applicant:			Date:

<b>RELEASE OF INFORMATION AUTHORIZATION TO OBTAIN A CRIMINAL REPORT</b>
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<b>Please complete one form for EACH Applicant.</b>
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<b>Additional copy included as attachment with this application.</b>
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Applicant name:
-----------------

Date of Birth:	SSN:
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<b>ADDRESS</b>
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Address:
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City:	State:	ZIP Code:
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<b>AUTHORIZATION AND SIGNATURE</b>
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I hereby authorize any individual, company or institution to release to Warwick Owners Corp. and/or its Managing Agent or representative any and all information that they have concerning criminal activity.
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I hereby release the individual, company, or institution and all individuals connected therewith from all liability for any damage whatsoever incurred in furnishing such information.
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Signature Applicant :	Date:
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RENTAL REFERENCE(S) Please have your landlord(s) complete this form. Additional copy included as attachment with this application.			
Applicant name:			
Landlord name:			
Landlord address:			
Phone:		Fax:	
Email:			
This Applicant:		Currently rents my property	
Previously rented my property			
ADDRESS OF RENTAL PROPERTY			
Address:			
City:		State:	
ZIP Code:			
Monthly rent \$		Cost of utilities included in the rent \$	
Paid on time?		If no, give details below	
The Applicant rented this property during the following dates:			
COMMENTS REGARDING TENANCY			
SIGNATURE OF LANDLORD			
Signature Landlord :		Date:	

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

### LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

### SHAREHOLDER'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (*check one*):

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

Shareholder has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the Lessor (*check one*):

Shareholder has provided the Lessee with all available records and reports pertaining to lead based paint and/or lead based paint hazards in the housing (*list documents below*):

Shareholder has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the building.

### SUBLESSEE'S ACKNOWLEDGEMENT (*initial*)

Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Lessee has received copies of all information listed above.

### AGENT'S ACKNOWLEDGEMENT (*initial*)

Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

### CERTIFICATION OF ACCURACY AND SIGNATURES

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

Signature Shareholder 1 : \_\_\_\_\_ Date: \_\_\_\_\_

Signature Shareholder 2 : \_\_\_\_\_ Date: \_\_\_\_\_

Signature Applicant 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Applicant 2: \_\_\_\_\_ Date: \_\_\_\_\_

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

**AFFIDAVIT OF COMPLIANCE WITH CARBON MONOXIDE DETECTOR REQUIREMENT  
FOR ONE AND TWO FAMILY DWELLINGS  
THIS FORM MUST BE NOTARIZED**

State of New York

SS:

County of:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor of the real property of the cooperative shares in a corporation owning real property located at:

76-12 35<sup>TH</sup> Avenue, Jackson Heights, NY, 11372-4658

Unit:

Borough: QUEENS Block: 1276 Lot: 1

That the premises is a one or two family dwelling, or a cooperative apartment or condominium unit and that installed in the Premises is an approved and operational carbon monoxide detector of such manufacture, design and installation standards as established by the State of New York Fire Prevention and Building Code Council. The grantor is in compliance with Subdivision 5(a) of Section 378 of the New York State Executive Law.

**SIGNATURE OF ONE GRANTOR**

Signature Grantor:

Date:

Name of Grantor:

**NOTARY SIGNATURE**

**Sworn to before me on:**

Signature Notary:

Date:

Name of Notary:

These statements are made with the knowledge that a willfully false representation is unlawful and punishable as a crime of perjury under Article 210 of the Penal Law.

**AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT  
FOR ONE AND TWO FAMILY DWELLINGS  
THIS FORM MUST BE NOTARIZED**

State of New York

SS:

County of:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor of the real property of the cooperative shares in a corporation owning real property located at:

76-12 35<sup>TH</sup> Avenue, Jackson Heights, NY, 11372-4658

Unit:

Borough: QUEENS Block: 1276 Lot: 1

That the premises is a one or two family dwelling, or a cooperative apartment or condominium unit and that installed in the Premises is an approved and operational smoke detecting device that complies with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices.

That they make this affidavit in compliance with the New York City Administrative code Section 11-2105(g).

**SIGNATURE OF ONE GRANTOR**

Signature of Grantor:

Date:

Name of Grantor:

**SIGNATURE OF ONE GRANTEE**

Signature Grantee:

Date:

Name of Grantee:

**NOTARY SIGNATURE**

**Sworn to before me on:**

Signature Notary:

Date:

Name of Notary:

These statements are made with the knowledge that a willfully false representation is unlawful  
and punishable as a crime of perjury under Article 210 of the Penal Law.



**WINDOW GUARDS REQUIREMENT  
LEASE NOTICE TO TENANT/APPLICANT(S)**

You are required by law to have window guards installed if a child 10 years of age or younger live in your apartment.

Your landlord is required by law to install window guards in your apartment:

- If you ask him to put in window guards at any time (you need not give a reason).
- If a child 10 years of age or younger lives in your apartment.

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

**PLEASE CHECK ONE**

CHILDREN 10 YEARS OF AGE OR YOUNGER WILL LIVE IN MY APARTMENT.

NO CHILDREN 10 YEARS OF AGE OR YOUNGER WILL LIVE IN MY APARTMENT.

I WANT WINDOW GUARDS EVEN THOUGH NO CHILDREN 10 YEARS OF AGE OR YOUNGER WILL LIVE IN MY APARTMENT.

**SIGNATURES**

Signature Applicant 1:

Date:

Signature Applicant 2:

Date:

**FOR ADDITIONAL INFORMATION CALL:  
Window Falls Prevention Program New York City Department of Health  
125 Worth Street, Room 222A  
New York, NY 10013  
212-566-8082**

<b>NAME PLATE AND KEY REQUEST RIDER</b>	
For intercom and mail box	
<b>APPLICANT 1</b>	
Last name:	First initial:
<b>APPLICANT 2</b>	
Last name:	First Initial:

<b>KEY ACKNOWLEDGEMENT AND SIGNATURE(S)</b>	
I/we acknowledge that a set of keys to the apartment should be given to the superintendent upon moving in.	
Signature Applicant 1:	Date:
Signature Applicant 2:	Date:

### WARWICK OWNERS CORP. SUBLEASE RIDER

Please note that Paragraph 19 of your Proprietary Lease states: "The Lessee shall not sublet the whole or part of the unit or renew or extend any previously authorized sublease without the written consent of the Lessor [...]. Any consent to subletting may be subject to such conditions as the Directors [...] may impose."

**At present, the Board of Directors requires that in order to sublet a unit, a shareholder must be in good standing and current with all financial obligations to the Warwick Owners Corp., and must have resided in the apartment for at least one year. No applications will be accepted from shareholders unless these two conditions are met.**

Sublet applications require upfront payment of a Processing Fee, an Administration Fee, a Credit Report Fee, a Criminal Report Fee, a move-in deposit, and a move-out deposit. Following a sublet application's approval, a Sublet Fee equivalent to a percentage of maintenance charges will be added to the Shareholder's monthly maintenance bill for the duration of the sublease.

Only one-year subleases will be accepted. A sublease cannot be renewed without approval from the Board of Directors. An Administration Fee will be required with each annual sublease renewal request and a Sublet Fee will be due immediately upon approval of each renewal request. The subtenant must always have a current lease, and it is the shareholder's responsibility to contact the Managing Agent to seek a renewal before it expires. If a sublease is renewed without approval from the Board, the shareholder will be in default of the Proprietary Lease and his or her shares will be subject to cancellation in addition to any other remedy available to the Board of Directors.

Apartments may be subleased for a maximum of **two (2) years out of any consecutive five (5) year period**. The Board of Directors will consider hardship situations on an individual basis, supported by such documentary evidence as the Board, in its sole and absolute discretion, may require.

Warwick Owners Corp. and its Managing Agent are not responsible for any physical representations related to the condition of an apartment. Shareholders and apartment occupants must obtain their own co-op owners and/or renter's insurance policy to protect their personal belongings and furnishings and provide a copy of same to the Managing Agent. All shareholders and subtenants must adhere to the terms and conditions of the Proprietary Lease. All above terms are binding in any relationship between the shareholders, subtenants, and Warwick Owners Corp.

Pursuant to the Warwick Owners Corp. Proprietary Lease, conditions for subletting may be added to or amended at any time by resolution of the Board of Directors and thereby become binding on all shareholders and existing as well as future sublessors, without further notice.

### SUBLEASE ACKNOWLEDGEMENT AND SIGNATURE(S)

I (we) have read and understood the above terms and conditions  
and agree to abide by them in connection with purchase of stock for apartment

Signature Applicant 1:	Date:
Signature Applicant 2:	Date:

**CONSENT  
REGARDING SERVICE OF PROCESS**

In any action, lawsuit, claim or proceeding, brought against me by Warwick Owners Corp. and/or its authorized agent(s), I consent to service of process and/or service of any document at 76-12 35<sup>th</sup> Avenue, Apt. \_\_\_\_\_, Jackson Heights, New York 11372 (the premises). Service at the premises shall be deemed good and sufficient service, provided that it is performed in a manner compliant with the law and/or any applicable court order.

I understand that the Board of Directors and/or authorized agent(s) of Warwick Owners Corp. will act in reliance upon my consent herein.

This consent shall be effective from the date I become a Shareholder of Warwick Owners Corp. and shall continue to be effective through the date on which I cease to own any Shares in Warwick Owners Corp. (regardless of whether I reside at Warwick Owners Corp. or elsewhere).

This consent shall be effective even if I subsequently provide an alternate billing and/or mailing address to Warwick Owners Corp. and/or its authorized agent(s).

I (we) have read and understood the above terms and conditions and agree to abide by them in connection with purchase of stock for apartment \_\_\_\_\_.

Signature Applicant 1:

Date:

Signature Applicant 2:

Date:

# House Rules

***Warwick Owners Corp.***

*76-12 35<sup>th</sup> Ave., Jackson Heights,  
New York, 11372*

## Contents

Governance .....	4
Use of Premises .....	4
Registration with Management and Keys .....	5
Maintenance and Late Fees .....	5
Shareholder Homeowner's Insurance .....	5
Moving Policy .....	6
Prior to All Moves .....	6
After the Move .....	7
Delivery Policy .....	7
Prior to All Deliveries .....	7
After the Delivery .....	8
Sublease .....	8
Alterations .....	8
Building Complaints .....	9
Building Emergencies .....	9
Repairs .....	9
Plumbing and Grout .....	10
Appliances .....	10
Building Appearance – Exterior, Windows and Air Conditioners .....	10
Building Appearance – Lobby, Hallways and Common Areas .....	11
Laundry Facilities .....	12
Garbage, Recycling and Compactor Rooms .....	12
Back Garden .....	13
Noise .....	15
Smoking .....	15
Pet Policy .....	15
Pest Control .....	15
Signage and Postings .....	16
Canvassing and Soliciting .....	16
Open Houses, Tours and Tag Sales .....	17
Storage Lockers .....	17
Bicycle Storage .....	17
Stroller Storage .....	17

Air Conditioner Storage .....	17
Amendments .....	18
Applications .....	18
Administrative Fees .....	18

## **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. Any breach of the House Rules is a breach of the Proprietary Lease.
2. The Warwick is a residential building, and these House Rules aim to ensure that all residents are able to enjoy living peacefully at the Warwick.
3. All Shareholders and other residents – including their guests and invitees – are obligated to comply with the House Rules.
4. Shareholders are further liable for their family members, live-in tenants, subtenants, as well as their guests and invitees, and must ensure that they, too, comply with these House Rules.
5. For the purpose of the House Rules, ‘family members’ are understood to be spouses or common law partners, children, parents or siblings, while roommates or domestic employees are considered ‘live-in tenants’. Residents who have been approved by the Board to occupy a Shareholder’s premises temporarily in the absence of the Shareholder are considered ‘subtenants’.
6. Any guest planning to stay over 30 days without an adult Shareholder is considered a subtenant. 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.
7. Shareholder complaints regarding violations of these House Rules should be made in writing and sent to Management.

## **Use of Premises**

8. Shareholders may not, without written consent of the Board, occupy or use their apartment for any purpose other than for themselves, their family members, their live-in tenants or Board-approved subtenants.
9. 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.
10. No resident shall be allowed on the roof except in the case of fire or other emergency.
11. The Board reserves the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.



### **Registration with Management and Keys**

12. All residents should 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. Should Management request an update of this information at any time, the recipient of the request must comply.
13. Shareholders shall provide Management contact information in case of emergency (Shareholder's home or business telephone number or cell phone or email) as well as an emergency contact name and telephone number. Should Management request an update of this information at any time, the recipient of the request must comply.
14. Each Shareholder is required to provide the Superintendent a full set of keys in case of any such emergency. The keys will be kept in a secure, locked location on the premises.
15. In case of emergency, if a key is not available with the Superintendent, the Shareholder will be required to pay for any damage and repairs to their door, lock, and associated fixtures caused by the need for Management, staff or emergency services, such as the Fire Department of New York (FDNY) or New York Police Department (NYPD), to gain access to the apartment.
16. Additional keys or replacement keys may be ordered through Management for a fee (this fee will be added to the Shareholder account).

### **Maintenance and Late Fees**

17. Maintenance payments are due on the first of each month.
18. Shareholders whose maintenance payments have not been received by the 10<sup>th</sup> of the month will be charge a late fee. Late fee charges may be increased by the Board at any time.
19. Any check payable to a Shareholder's account which is returned for insufficient funds shall result in a fee charged to the Shareholder. This applies regardless of the payor identified on the check. Any fee charged pursuant to this paragraph is dependent, in part, upon bank charges and is subject to change at any time.

### **Shareholder Homeowner's Insurance**

20. Shareholders shall 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.
21. The Warwick insurance for the building does not cover personal property of residents or damage for which Shareholders are liable. Shareholders must maintain insurance adequate to cover their personal property and any other damaged property for which they are liable.

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

### **Moving Policy**

23. The Board has resolved to minimize inconvenience to residents by establishing the following Moving Policy for all residents wishing to move into or out of the Warwick building. The term “moving” or “moves” applies to moving in or moving out, even if only a few household items. What constitutes a “move” in this policy is at the sole interpretation of the Board. Please contact Management prior to making any moving plans and to review current terms for application.
24. Moving is permitted Sunday through Thursday only. Moving is not permitted on Fridays, Saturdays, or legal holidays.
25. Moving hours are exclusively from 9 a.m. to 5 p.m.
26. Violations or damages by residents who are not Shareholders will be the responsibility of the Shareholder owning the apartment.
27. 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.
28. The elevator must be protected with blankets and floor coverings provided by the Superintendent. An administrative fee will be imposed if protection is not utilized and the deposit will be forfeited if coverings are not returned to the Superintendent.
29. 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 (garden and sidewalks).

### **Prior to All Moves**

30. All moves are to be coordinated and supervised by the Superintendent, who will inspect the elevator and common areas before and after the move.
31. To request scheduling of a move, Management must be notified no less than seven (7) business days in advance of the requested moving date.
32. If the resident moves in/out with the assistance of professional services, a certificate of current insurance held by the moving company must be submitted to Management no less than seven (7) business days prior to the move.
33. A move-in or move-out deposit must be made to Management 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.
34. Once the deposit is received, Management will notify the Superintendent to schedule the move. This money will be held in escrow until satisfactory completion of the move.

### **After the Move**

35. Upon completion of the move, the resident is required to notify the Superintendent, who will inspect for any damage to the elevators and other common areas of the building.
36. 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 Shareholder's account will be charged the outstanding balance.
37. Moves not completed by 5 p.m. will result in a fee per hour charge for staff coverage.
38. Moves in violation of any rule contained in this moving policy are subject to a fee of \$500 for each rule violation. 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.

### **Delivery Policy**

39. The Board has resolved to minimize inconvenience to residents by establishing the following Delivery Policy for all residents wishing arrange a delivery or removal of any item(s). What constitutes a "delivery" in this policy is at the sole interpretation of the Board. Grocery deliveries, mail deliveries and package deliveries from the United States Postal Service or any similar commercial carrier are exempt from this policy. Please contact Management prior to making any delivery plans and to review current terms for application.
40. Deliveries are permitted Sunday through Thursday only. Deliveries are not permitted on Fridays, Saturdays, or legal holidays.
41. Delivery hours are exclusively from 9 a.m. to 5 p.m.
42. Violations or damages by residents who are not Shareholders will be the responsibility of the Shareholder owning the apartment.
43. 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.
44. The elevator must be protected with blankets and floor coverings provided by the Superintendent. An administrative fee will be imposed if protection is not utilized, and the deposit will be forfeited if coverings are not returned to the Superintendent.
45. 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 (garden and sidewalks).

### **Prior to All Deliveries**

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

47. To request scheduling of a delivery, Management must be notified no less than three (3) business days in advance of the requested delivery date.
48. If the resident has a delivery with the assistance of professional services, a certificate of current insurance held by the delivery company must be submitted to Management no less than three (3) business days prior to the delivery.
49. A delivery deposit must be made to Management to 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.
50. Once the deposit is received, Management will notify the Superintendent to schedule the delivery. This money will be held in escrow until satisfactory completion of the delivery.

### **After the Delivery**

51. 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.
52. 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.
53. Deliveries in violation of any rule contained in this delivery policy are subject to a fee of \$500 for each rule violation. 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.

### **Sublease**

54. 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 application.

### **Alterations**

55. Shareholders must obtain written approval from the Board prior to making any renovations, alterations or changes in the apartment. Please contact Management to review the current terms for alteration application.
56. *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.
57. This section applies to work by third parties as well as shareholder/tenant occupants.

## **Building Complaints**

- 58. If Shareholders have a building complaint, they should contact Management in writing by regular mail, courier or email. Unless an emergency call, all complaints should be in writing.
- 59. 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 the property manager should be included. Except in cases of an emergency requiring an immediate response, the Board will respond after its next regularly scheduled meeting. Whether an issue is an emergency requiring an immediate response is at the sole discretion of the Board.
- 60. Renters, whether Sponsor tenants or Shareholder subtenants, should contact their landlord, unless there is a building emergency.
- 61. The current email address of the Board is [warwickownerscorp@gmail.com](mailto:warwickownerscorp@gmail.com).

## **Building Emergencies**

- 62. If case of a building emergency, such as a leaking pipe, overflowing toilet, fire, etc., immediately notify the Superintendent. If it is after hours, call the Management emergency line instead.
- 63. After hours are (a) Sundays through Thursdays after 5 p.m. or (b) all day Fridays and Saturdays (the Superintendent's days off).
- 64. Please do not call or email the Board, as emergencies require a Management response.

## **Repairs**

- 65. Shareholders are responsible for any damage to other apartments or the co-op property that arises from problems originating in their apartment.
- 66. Shareholders must maintain insurance adequate to cover their personal property and any other damaged property for which they are liable. The Warwick insurance for the building does not cover the personal property of residents or damage for which Shareholders are liable.
- 67. 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.
- 68. The Board and its agents and authorized workmen shall be permitted to enter the apartment and any storage space assigned to a Shareholder or resident at any reasonable hour of the day upon adequate notice.
- 69. To request minor repairs and to report other problems, please contact the Superintendent or complete a work order form.

70. 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.

### **Plumbing and Grout**

71. Plumbing fixtures in the building shall 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.
72. 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.

### **Appliances**

73. 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.
74. No washer or dryer of any kind may be installed in apartments.
75. No waste disposal units of any kind may be installed in kitchen sinks.
76. No dishwashers with external hoses are permitted.
77. No whirlpool tubs are permitted.
78. Other than one oven and one stove per apartment, no appliances with combustible fuel are permitted.

### **Building Appearance – Exterior, Windows and Air Conditioners**

79. No awnings, window air-conditioning units or ventilators 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.
80. All air conditioners must have safety brackets and be installed in accordance with the requirements of applicable municipal law. If using an outside vendor, the resident must provide insurance documentation to Management prior to scheduling installation.
81. No radio, television aerial antenna, satellite dish, transmitter or similar object shall be attached to or hung from the exterior of the building.
82. The running of wires (electric, cable, etc.) for personal use on the exterior of the building is expressly prohibited.

- 83. Shareholders or residents with children under age ten (10) or younger must have window guards installed by the Superintendent. Window guards must meet New York City building codes.
- 84. The outside of windows may not be cleaned from outside the apartment.
- 85. 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.

### **Building Appearance – Lobby, Hallways and Common Areas**

- 86. The public halls and stairways of the building shall not be obstructed or used for any purpose other than entering and exiting the apartments.
- 87. The lobby is to be used only for entering or exiting the building; it is not to be used as a sitting area, a social gathering place, or a play area.
- 88. 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.
- 89. Apartment entrance doors may not be altered without prior permission of Management or the Board of Directors.
- 90. 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.
- 91. Doormats of any kind are not permitted in front of apartment doors.
- 92. Children shall not play in public areas, such as the lobby, halls, stairways, basement, fire escapes, or elevators. This includes rough housing, bike riding, roller skating, use of scooters, hockey playing, ball playing, etc. Children should be accompanied and supervised at all times by a responsible adult in the public areas and garden.
- 93. 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.
- 94. 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, laundry room, stairways, lobby, back garden or front entrance of the building. Storage space is available for bicycles and strollers; residents should contact Management for details.

## **Laundry Facilities**

95. Laundry facilities shall be for the exclusive use of residents of the Warwick for their personal laundry only. Use by non-residents, other than authorized guests, is prohibited.
96. Shareholders and 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.)
97. 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.
98. Laundry carts are the property of the Warwick Owners Corp. and shall not be removed from the laundry room.
99. Laundry machines left unattended at the completion of a cycle may be emptied by other users, as needed.
100. Tables in the laundry room are to be kept clean and used for folding laundry only.
101. Eating and drinking in the laundry room is strictly prohibited.
102. The use of cell phones is permitted in the laundry room but please be considerate of the other residents.
103. Children under 16 must be supervised at all times in the laundry room by a responsible adult.
104. No pets are permitted in the laundry room.

## **Garbage, Recycling and Compactor Rooms**

105. 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.
106. Please refer to postings in each compactor room. Strict observance of these rules with respect to individual garbage is mandatory.
107. All items placed in the chute shall be bagged prior to placing in the chute.
108. Debris shall be completely drip-free before it leaves the apartment and carried to the compactor room in a careful manner.
109. All trash 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.



- 110. Flammable solvents, cleaning items, paint cans and any other hazardous items must not be thrown down the chute. Residents should contact 311 to obtain information on proper disposal.
- 111. No glass or sharp objects should be thrown down the chute (hazardous to the staff).
- 112. Please place glass or sharp objects in a separate, well-labeled container on the countertop in the compactor room.
- 113. 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 washed prior to placing in the recycle bins to reduce infestation of pests and vermin.
- 114. Large boxes should be broken down and brought down to the basement.
- 115. 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 make arrangements for a donation to an outside organization.
- 116. Small household goods (kitchen utensils, small appliances) shall not be left in the recycle bins in the compactor room.
- 117. Large items (appliances, furniture, carpets, rugs, etc.) should be discussed with the Superintendent for proper disposal prior to being taken out of the apartment.
- 118. During alterations, contractors are required to cart away all refuse and debris in accordance with the Alteration Agreement of the Warwick Owners Corp.
- 119. 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. Any resident who incurs a fine with DSNY for an improperly discarded mattress will have the fine added to their account.
- 120. These rules may change from time to time, in accordance with amendments to applicable legislation of the City of New York. Any changes to these rules will be posted in the compactor rooms or public common areas or communicated to residents.

## **Back Garden**

- 121. 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 the other neighbors.
- 122. Guests and friends of building residents are permitted to use the back garden but are the sole responsibility of the resident. They all must abide by the rules and regulations listed for the back garden.
- 123. Each apartment may bring a maximum of six guests to the back garden at any one time.

124. For security reasons, the back gates and basement doors must be kept closed at all times.
125. All persons enjoying the back garden are responsible for cleaning up after themselves.
126. The use of cell phones are permitted in the back garden but please be considerate of the other residents.
127. The back garden will close promptly at sunset each day and anyone in the back garden when it closes will be asked to leave by building personnel, and must comply immediately.
128. Any personal property, including indoor plants, left in the back garden at closing will be discarded without notice.
129. Residents are solely responsible for any damage they or their guests cause, intentionally or accidentally, to the back garden. This includes the landscaping, lighting, furniture, security cameras, sprinklers or any other accessories or equipment.
130. No smoking is permitted in the back garden at any time.
131. No grilling or barbecuing is permitted in the back garden at any time.
132. No candles or objects with any type of flame are ever permitted in the back garden.
133. No plants or furniture are permitted except those installed by Management.
134. No standing on the furniture is allowed. Please keep feet or shoes off the furniture.
135. No pets are permitted in the back garden at any time.
136. No music is permitted in the back garden unless played through personal headphones.
137. No loud noise, foul language or yelling is permitted in the back garden.
138. No playing, running, jumping, ball playing, water balloons or rough housing of any kind is permitted in the back garden.
139. No use of water hoses or faucets is permitted for any purpose.
140. No cribs, child swings, baby strollers are permitted in the back garden at any time.
141. No swimming pool shall be brought to the back garden.
142. No bicycles, skateboards, rollerblades, roller-skate or other athletic equipment are permitted in the back garden (other than the transitory presence on the sidewalk of bicycles that are actively being wheeled from the storage location to the sidewalk). Bicycles must be walked, not ridden, on the path.
143. Children under age 16 must be accompanied and supervised by an adult at all times.

144. Children crying, screaming, or otherwise making a disturbance must leave the back garden immediately. Adults supervising the children will be asked to leave in such cases. Parents or guardians will be liable for any damages caused by their children.
145. Management may close the back garden at any time without notice for repair or regular maintenance. The back garden may also be closed without notice for severe weather as determined by Management or building personnel.

### **Noise**

146. Shareholders or residents shall not make nor permit any disturbing noises that may interfere with the rights, comfort or convenience of other residents.
147. 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.

### **Smoking**

148. 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.

### **Pet Policy**

149. The Warwick has a strict no dog policy. (The only exception is for grandfathered dogs, which are permitted in common areas, provided they are on a leash at all times, even if carried).
150. No dogs may “visit” Shareholders – there are no dogs permitted in the building, except as stated above.
151. 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.
152. No pets are permitted in the back garden or laundry room at any time.

### **Pest Control**

153. 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.
154. Sign-up sheets are available and walk-throughs are scheduled twice a month by Management at no additional cost to the Shareholders or residents.
155. No outside exterminator should be hired by Shareholders or residents. If case of a pest issue, please contact Management.

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

### **Signage and Postings**

157. 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.
158. 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.
159. Notices and advertisements may not be larger than 8.5 x 11 inches.
160. All postings should be dated. Postings will be removed after 14 days. All undated postings will be removed immediately.
161. In order to maintain a level of fairness regarding the use of bulletin board space and to maintain a neat and orderly appearance, the following apply:
162. Use of the bulletin boards is limited to residents of the Warwick only.
163. Postings of newspaper or magazine articles related to the building or community are permitted.
164. Postings of concerts or meetings directly related to residents of the Warwick are permitted.
165. Notices and advertisements for commercial goods or services and/or for political matters are prohibited.
166. Notices and advertisements for goods or services not owned or provided directly by Warwick residents are prohibited.
167. Postings that contain language or images deemed offensive by the Board shall be removed.
168. Postings that contain derogatory remarks, complaints, or threats against other residents, building staff, Management or the Board will not be tolerated. Whether any postings are of this nature shall be in the sole discretion of the Board.
169. The defacing or premature removal of postings is prohibited.

### **Canvassing and Soliciting**

170. Canvassing, soliciting, political campaigning, fundraising or peddling for any other causes besides business related to the Warwick is strictly prohibited.
171. 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.

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

- 172. For security purposes, open houses, tours and tag sales shall be conducted in the following manner:
- 173. All open houses, tours and tag sales shall be scheduled through Management, with a minimum three (3) business day notice.
- 174. No open houses, tours or tag sales of any apartment shall be conducted without the consent of Management. A minimum three (3) business days' notice must be provided to ensure there is no conflict with other apartments.
- 175. Open houses, tours or tag sales may be limited to a set number of hours during any given day.
- 176. The Board or Management may curtail the number of open houses, tours or tag sales in any given month or at any given time to reduce traffic in the building.
- 177. 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.
- 178. For open houses, tours or tag sales 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.
- 179. No more than six visitors will be allowed to visit an apartment at one time during open houses, tours or tag sales.
- 180. Visitors are to be escorted at all times while in the building during open houses, tours or tag sales.

## **Storage Lockers**

- 181. Storage lockers are available through Management for a monthly fee. Please contact Management to review the current terms for application.

## **Bicycle Storage**

- 182. Bicycle storage is available through Management for a monthly fee. Please contact Management to review the current terms application.

## **Stroller Storage**

- 183. Stroller storage is available through Management for a monthly fee. Please contact Management to review the current terms for application.

## **Air Conditioner Storage**

- 184. Air conditioner storage is available through Management for a fee for the off season. Please contact Management to review the current terms for application.

## Amendments

185. The Board may at any time amend, update or repeal the current House Rules, and adopt new rules, as deemed appropriate.

## Applications

186. The entire content of the applications is incorporated in the House Rules. Shareholders should contact Management for the current terms and applications for:

- Sales
- Refinance
- Sublease
- Moving (in or out)
- Deliveries
- Alterations
- Storage locker use
- Bike storage use
- Stroller storage use
- Air conditioner storage use

## Administrative Fees

187. The Board reserves the right to charge administrative fee(s) for any House Rule violation.

### HOUSE RULES ACKNOWLEDGEMENT AND SIGNATURE(S)

I/We have read and understood the above terms and conditions and agree to abide by them in connection with the purchase of apartment \_\_\_\_.

Signature Applicant 1:	<input type="text"/>	Date:	<input type="text"/>
Signature Applicant 2:	<input type="text"/>	Date:	<input type="text"/>