

Alteration Agreement

Chatham in Chelsea Condominium
c/o ABC Realty
152 West 57th Street, 12th Floor
New York, NY 10019
Telephone: (212) 307-0500

**Requirements for Alterations and Renovations at
Chatham in Chelsea Condominium
445 West 19th Street, New York, NY 10011**

Alterations and Renovations

Chatham in Chelsea Condominium
c/o ABC Realty
152 West 57th Street, 12th Floor
New York, NY 10019
Telephone: (212) 307-0500

Re: 445 West 19th Street, Unit No.:

In order to preserve the integrity of your property and to maintain a smooth running building, any Unit Owner planning alterations/renovations must first submit the proper documents for Board approval. These documents are:

1. Letter stating anticipated changes.
2. Three sets of architect plans or drawings.
3. Signed copy of contract.
4. Contractor's Certificate of Insurance naming as the Certificate Holder:
Chatham In Chelsea Condominium c/o ABC Realty and the Unit Owner.
As additional insured: Chatham In Chelsea Condominium, ABC Realty and the Unit Owner.
This certificate must include proof of Workers Compensation.
5. Letter stating all plumbers and/or electricians will be licensed with a copy of the licenses.
6. Signed Alteration Agreement (see attached).
7. A time schedule for all work, using exact dates.

Only complete packages enclosing the above will be reviewed. Documents must be reviewed and forwarded to this office by the Unit Owner. Documents will not be accepted from contactors directly.

A deposit of \$1,000.00 in the form of a check made payable to Chatham In Chelsea Condominium is required. This money will be refunded upon completion of alteration if there is no damage to the building.

If you are planning any structural changes, the plans will be reviewed by an engineer and the cost will be paid by the Unit Owner.

Work performed without pre-approval can be subject to correction or removal at the Unit Owner's expense.

Please review the documents and keep them for future reference.

Sincerely,

Ralph Davis
Managing Agent

Alteration Agreement

Chatham in Chelsea Condominium
c/o ABC Realty
152 West 57th Street, 12th Floor
New York, NY 10019
Telephone: (212) 307-0500

Date: _____

Re: 445 West 19th Street, Unit No.: _____

Dear _____ :

Pursuant to Board of Managers, this Association hereby grants its consent to you to perform the alterations and work in the above-captioned apartment in accordance with the architectural plans of _____, consisting of drawings _____ upon the understanding that:

- 1.** You shall reimburse the Association and ABC Realty for all fees in connection with the review of the architectural plans submitted by you and for subsequent or periodic inspections during or upon completion of the work.
- 2.** You will obtain approvals from and comply with all laws, rules and regulations and ordinances of governmental authorities and agencies, including but not limited to the Department of Buildings and the Landmarks Commission, if necessary, having jurisdiction and not more than 10 days after receipt of such approvals, deliver to the Association a copy of each permit and certificate issued. In addition, your architect will prepare and submit a schedule of all work to be performed by each contractor or subcontractor in the time allotted, setting for the number of weeks and days of the various trades.
- 3.** You will furnish to the Association from your contractor, subcontractor or from any other persons performing work on your behalf, certificates of insurance for comprehensive liability, bodily injury and property damage of not less than \$1,000,000 each, naming the Association, ABC Realty and yourself/yourself. Completed operations coverage and workmen's compensation covering all employees or persons shall be maintained at all times as long as your contractors or subcontractors are engaged in the performance of their work and the completed operations coverage will be maintained for one year after the completion of all work. The applicant agrees to defend and hold the board and managing agent harmless should any information supplied on the Cost Affidavit form to the Department of Buildings be found as false.
- 4.** You will notify in writing the owners of apartment adjacent to, above and below you that alterations will be performed, their duration and that you will indemnify them for any damage whatsoever, provided that the owners of said apartments will permit your designated representatives to inspect the premises prior to the commencement of work. Copies of each letter will be delivered to the Managing Agent before any work commences. In addition, you agree to indemnify and hold harmless the Association, its unit owners, Managing Agent, consultants and employees, from personal injury, liability or damage to any personal property or to any part of the building structure, its utilities, equipment or furnishings which may arise from the work being performed.
- 5.** The work must be completed within 120 days from the date of commencement and in the event the work to be performed in the apartment is not commenced within 30 days of the date of this letter, this agreement shall become null and void. If such consent is granted, a penalty of \$100.00 per day will be imposed for each additional working day.
- 6.** No work can commence before 9:00 a.m. or continue after 4:00 p.m., nor can work be performed on Saturdays, Sundays or Holidays. If there is any interruption in the normal day-to-day operation of the building or if the House Rules are violated, the Managing Agent or Superintendent has the right at its sole discretion to halt the work until the contractors comply.
- 7.** Your contractors will take all precautions to prevent dirt and dust from permeating other parts of the

building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags before being taken out of the apartment daily. All such barrels and bags, rubbish and rubble, discarded equipment, empty packing cartons and other materials will be removed from the premises daily at your expense. If you fail to remove dirt, dust, debris, rubbish or whatever, the Corporation shall do so at your cost and expense.

8. The work will not interfere with the normal daily operation or the building or violate the terms and conditions of your membership, including the House Rules. Your contractors and/or subcontractors will follow and abide by the instructions of the building superintendent or his designated representative. In the event it becomes necessary to operate on an "over-time basis", you agree to reimburse the Association for any wages or related expenses incurred. So that maximum security is provided to all unit owners, the Association at its sole discretion shall have the right to employ a uniformed security guard on whatever days and hours that may be required at your cost and expense.

9. The use of electric hammers, electric saws or other electrical power tools, which cause or may cause undue disturbance to other unit owners or residents of the building are not permitted at any time unless specifically approved by the Association in writing.

10. Upon completion of the alteration, your architect will furnish to the Association an amended Certificate of Occupancy, a Certificate of the Board of Fire Underwriters and such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, rules and regulations of governmental authorities.

11. You understand that all fees, penalties and expenses incurred by you and required pursuant to this agreement, shall be considered as additional rent pursuant to the terms of your membership with this Association.

12. You assume all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather tightness or windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air-conditioning, electrical and other equipment installed pursuant hereto. If the operation of the building, its heating, air-conditioning, electrical and plumbing system or any of its equipment, is adversely affected by the work, you shall, when so advised, promptly remove the cause of the problem or if there is any damage in any way whatsoever to the building, its machinery or equipment, you will reimburse the Association for the cost of the restoration.

13. You recognize that there will be no change in the normal hours of operation of the building's heating system (or air-conditioning system, if any) to facilitate the functioning of any heating or air-conditioning units you may be installing.

14. The alterations and materials used shall be of the quality and style in keeping with the general character of the building.

15. You will have smoke detectors installed within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 61 of 1981 of the City of New York, and you will install window guards if a child or children 10 years old or under lives or resides in your unit pursuant to Section 131.15 of the New York City Health Code.

16. You will bear the entire cost of alterations and installations, guarantee completion of the work and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any mechanic's liens are filed for work claimed to have been done or materials alleged to have been supplied, you shall cause such liens to be discharged within ten days after such filing. If you fail to do so, the Association may exercise any and all of its rights and remedies under the by-laws or this agreement.

17. You recognize that by granting consent to the work, we do not profess to express any opinion as to the design, feasibility or efficiency of the work, materials or equipment used.

18. You agree that no amendments to the approved plans and specification or any changes of any kind in the scope of the proposed alterations shall be made, without prior written approval and that your contractors or subcontractors will not be permitted in the building to commence work until you have complied with article 2, 3, 4 and 23 and you have received a fully executed copy of this agreement.

19. Your failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the by-laws, pursuant to which your approval have been granted, and, in addition to all other rights, we

may also suspend all work and prevent workmen from entering our apartment for any purpose other than to remove their tools or equipment.

20. You release the Association and ABC Realty from any and all liability for loss or damage to any of your property which may result from or be in way connect with your work, and you hereby waive any claims which you may now or hereafter have against the Association or ABC Realty based upon interruption or the suspension of the alteration by the Association regardless of the reason fur such interruption or suspension.

21. This agreement may not be changed orally. This agreement shall be binding on you, your representative and authorized assigns.

22. As faithful performance of all terms and conditions of this agreement, you will deposit with the Managing Agent a bond, letter of credit payable to the Association in the amount of \$1,000.00 to be held in escrow and returned to you upon full completion of this work. In the event, however, that the Association incurs any expense due to your failure to comply with any paragraph of this agreement, the deposit will not be returned until the Association has been reimbursed.

23. You remit with this agreement a check to the order of ABC Management Corp. in the sum of \$250.00 for reviewing, processing and coordinating the plans of the architect/engineer, the work schedules of the various trades, insurance certificates from the contractors and presenting the proposed alterations to the Board of Managers. Any changes related to the architect/engineer will be an additional expense to the unit owner and will be billed separately once they are received from the architect/engineer.

In confirmation of your understanding of the aforesaid, please sign both copies of this letter and return to us. Both copies will then be executed by an Officer of your Association and one copy will be returned to you.

Very truly yours:

Accepted and agreed:

x _____
Officer of the Association

x _____
Unit Owner

x _____
Managing Agent

x _____
Unit Owner

Date

Date

cc: Account Executive
Property Manager
Building Superintendent
Insurance Department

Special Note:

A new law concerning home improvement contracts went into effect in New York State on March 1, 1988. The provisions of this law apply to all home improvement contracts on or after March 1, 1988 for more than \$500.00 and addresses the issues of required licenses, contracts, and the manner in which a contractor conducts its business operations.

The Attorney General is responsible for enforcement of this new law and information may be obtained by calling the Attorney General's office, 212-341-2000 or 212-341-2314 or writing the:

NYS Department Of Law
Bureau of Consumer Frauds and Protection
120 Broadway – 3rd Floor
New York, NY 10271

Asbestos Rider

Chatham in Chelsea Condominium
c/o ABC Realty
152 West 57th Street, 12th Floor
New York, NY 10019
Telephone: (212) 307-0500

1. Tenant-shareholder shall comply with the requirements of Local Law No. 76 of 1985 by filing with the New York City Buildings Department appropriate asbestos evaluation forms by a certified asbestos investigator.
2. Copies of the asbestos investigator's New York City certification and the evaluation forms filed with the Building Department shall be delivered to the managing agent prior to the commencement of work.
3. In the event asbestos-containing materials will be disturbed by the work, unit owner's contactors shall, as required by law; employ only licensed and certified asbestos removal and disposal companies and handlers.
4. Evidence of licensing and certification of asbestos contractors shall be submitted to the managing agent prior to the commencement of work.

Accepted and agreed to:

x _____
Officer of the Association

x _____
Unit Owner

x _____
Managing Agent

x _____
Unit Owner

Date

Date

Window Rider

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c/o ABC Realty
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1. The windows to be installed must comply with the following specifications:
 - a. Provide and install windows to fit the openings in accordance with the submitted specification. These windows shall have a finish coat to match the building's exterior windows in color.
 - b. Install new frames in masonry openings set true and plumb and anchor to masonry.
 - c. Caulk exterior perimeter between new frames and masonry with butyl type compound applied to hand pressure gum and trowel off neatly.
 - d. Repair around windows broken plaster, to a trowelled hard smooth finish that occurred during performance of above work.
2. It is understood that the windows you are installing will become the property of the owner of apartment, and thereafter any defects or malfunctioning of these windows will become the responsibility of the unit owner. Any exterior leaks resulting from this installation will also become the responsibility of the unit owner.
3. This Rider is part of the general letter of authorization for alterations.

Accepted and agreed to:

x _____
Officer of the Association

x _____
Unit Owner

x _____
Managing Agent

x _____
Unit Owner

Date

Date