



ALTERATION GUIDELINES
AND
ALTERATION APPLICATION AGREEMENT

ALTERATION GUIDELINES

There are three potential levels of review for any work/equipment installation in any unit:

- I. FULL ARCHITECTURAL AND BOARD REVIEW**
- II. MANAGING AGENT REVIEW (may be referred to coops engineer)**
- III. MINOR COSMETIC IMPROVEMENTS**

I. ARCHITECTURAL REVIEW

These are improvements, renovations or alterations, which absolutely require evaluation & approval by the 32 Gramercy Park's architect.

1. Any changes that affect water, gas, plumbing, heating system, telephone and/or electric lines. Please be aware that when changes are made which affect water pipes, branch-plumbing & waste lines must also be replaced to the riser & or stack at shareholders expense. Note: breaching the exterior wall of the building is prohibited.
2. Alteration or demolition of existing interior walls or the construction of new interior walls.
3. Terrace appliances, structures and/or installations, e.g., decking or planters. (Note: no terrace or balcony enclosures are permitted).
4. Combining apartments. Any wet area to be constructed over a dry area, and floor deadening material will be required in addition to any other requirements requested by the engineer at the shareholders expense. (Note: no sub-division of apartments is permitted)
5. Bathroom or kitchen renovations (extensive alterations to walls, fixtures, floors, cabinetry) Again, all branch lines & waste lines must be replaced to the riser and or stack.
6. DOCUMENTS REQUIRED FOR ABOVE
 - a. Three (3) complete set of drawings, sealed by an architect; (if only kitchen or bathroom, contractor's plans may be submitted in lieu of architectural, however plans must be descriptive enough for building's architect/engineer to review.)
 - b. Letter of intent (a laymen's narrative description of all intended work - be as specific as possible and go room by room).
 - c. Copies of all Contracts with contractors and subcontractors.
 - d. Signed alteration agreement (including General Work Rules and Riders)
 - e. Certificate of insurance from all contractors and sub-contractors (see Alteration Agreement).
 - f. Alteration Security Deposit (refer to schedule).
 - g. Managing agent's review fee \$600 (non-refundable).
 - h. Coop fee (refer to schedule)
 - i. Review and sign-off by building's architect.
 - j. Review and sign-off by House Committee (if required)
 - k. All Permits required.
 - l. Notification and copy of plans to resident manager
 - m. Copies of letters informing neighboring residents (see General Work Rules).
 - n. Electrical Load letter (if applicable).
 - o. Lien Waivers from contractors and sub-contractors, other suppliers of materials.
 - p. Insurance certificates naming the 32 Gramercy Park Owners Corp & Charles H Greenthal Management.



II. MANAGING AGENT (NON-ARCHITECTURAL REVIEW)

These are the requirements for non-structural alterations including replacement of kitchen countertops or cabinets and/or minor bathroom fixtures, such as sinks, in exact same locations only (no changes to plumbing roughing or electrical service). This is also applicable to window replacement pursuant to Rider #1.

1. DOCUMENTS REQUIRED:

- a. Either one of the following, outlining the complete scope of work – architectural drawings, contract or proposal (three (3) copies).
 - b. Copies of Contracts.
 - c. Letter of intent (a laymen's narrative description of all intended work - be as specific as possible and go room by room).
 - d. Signed alteration agreement.
 - e. Certificate of insurance (as described above).
 - f. Security deposit (refer to schedule)
 - g. Managing Agent's review fee \$600 (non-refundable).
 - h. Coop fee (refer to schedule)
 - i. Copies of letters informing neighboring residents (see General Work Rules)
 - j. Notification and copy of plans to superintendent.
 - k. Lien Waivers from contractors and sub-contractors.
2. If in the opinion of the Managing Agent work should be referred to the Board of Directors or more closely requires architectural review, the Managing Agent may in his or her sole judgment make appropriate referrals or take appropriate actions.

III. MINOR, COSMETIC OR OTHER DECORATING

While minor Alterations do not require Approval by the Building's Architects and Engineers, the following require managing agent's approval:

1. Painting, wallpapering and similar decorative work.
2. Installing carpeting or similar floor covering.
3. Sanding and staining existing wood flooring (Note: only a water-based polyurethane can be used). (Refer to Rider #5)
4. Replacing existing appliances with new models not requiring any plumbing or electrical work, or reconstruction.
5. Replacing plumbing fittings, i.e. faucets and handles, not requiring any other plumbing or electrical work.
6. Replacing an air conditioner with a like-kind unit, within the existing sleeve, and not requiring any new plumbing or electrical work.
7. DOCUMENTS AND OTHER REQUIREMENTS:
 - a) Certificate of insurance as described above.
 - b) Written notification to First Service Residential
 - c) Provide approval letter to proceed to Superintendent.

If in the opinion of the Managing Agent work should be referred to the Board of Directors or more closely requires architectural review, the Managing Agent may in his or her sole judgment make appropriate referrals or take appropriate actions.

IV. SCHEDULE

All work to be performed in a timely fashion, not to exceed six (6) months.

V. FINES

Please note: The fines for unauthorized work are \$1,500/day or infraction.

VI. PROHIBITIONS

The following practices, procedures, installations or alterations are not permitted:

1. The use of jackhammer and other pneumatic tools.



2. The breaching of an exterior wall including channeling into the exterior or supporting walls (for water, cable or electric lines).
3. Satellite dishes.
4. Transporting furniture or any materials on top of elevator cab.
5. Installation of new bathrooms or kitchens or the relocation of existing bathrooms and kitchens to locations not in the original building plans - **each request to be reviewed by Coop's architect with final determination by the Board of Directors**
6. Hoisting of any furniture or materials through windows.
7. Installation of new clothes washers or dryers, or the relocation of existing, **will only be considered on the combination of apartments and at the discretion and review of the Board of Directors.**
8. Exterior enclosures of balconies or terraces, temporary or permanent.
9. New air-conditioning systems not in the original plans - Will only be considered by review of the Coop's architect and at the discretion and review of the Board of Directors.
10. Garbage disposals.
11. Jacuzzis/whirlpools or other motorized bathtubs not in the original plans.
12. Saunas.
13. Steam Showers.
14. Electric ovens/ranges - **Will be considered only upon submittal of electrical load letter.**
15. New windows except as provided in Article #44



ALTERATION APPLICATION AGREEMENT

32 Gramercy Park Owners Corp.
 32 Gramercy Park South
 New York, New York 10003

Shareholder (s) Name: _____
Apt # _____ / (the "Apartment")
 32 Gramercy Park South (the "Building")

Start Date: / / | **Completion Date:** / /

To The Corporation:

Pursuant to **section 21** of the Proprietary Lease between the 32 Gramercy Park Owners Corp. (the Corporation) and the undersigned shareholder(s) (the Lessee), the undersigned (herein referred to as the Shareholder) hereby requests permission to make the alterations described in the accompanying plans and specifications (herein collectively referred to as the Work) in the Apartment. The Work shall be completed within _____ days after **city permit(s)**. If no such approval is required by law or regulation, then from the date hereof (the Completion Date).

Shareholder agrees to the following terms and conditions:

SHAREHOLDER'S SUBMISSIONS:

Shareholder will deliver to First Service Residential, Managing Agent

- a. Detailed plans, specifications and drawings of the Work, including a room-by-room list of all alterations to be undertaken. If required by the Corporation, detailed plans and specifications (the "Plans") prepared by a licensed architect or engineer (enumerated on Exhibit "A" hereto). These plans shall not be modified by the Shareholder after they are approved by the Corporation's architect or engineer without the Corporation's architect's or engineer's subsequent approval.
- b. A check for the security deposit required in connection with this Agreement is payable to **32 Gramercy Park Owners Corp.** in accordance with the following fee schedule and **an executed W9:**

Contract Amount	Security Deposit Required
Up to \$5,000	\$1,000
\$5,001 — 10,000	\$1,500
\$10,001 — 20,000	\$2,000
\$20,001— 30,000	\$2,500
\$30,001— 40,000	\$3,000
Over \$40,000	7.5% of estimated cost by building architect

- c. A non-refundable check in the sum of **\$600.00** payable to **First Service Residential.**, managing agent for the building (the "**Managing Agent**"), as a processing fee in connection with this request and the Work, if applicable.
- d. A non-refundable check in the sum of 2% of the cost of the alteration, payable to **32 Gramercy Park Owners, Corp.**



CORPORATION'S REVIEW OF WORK AS PROPOSED:

Shareholder acknowledges that the Corporation may designate an architect or engineer, who shall, at Shareholder's expense, review plans and specifications for the Work and (b) from time to time observe the Work to ensure that the Work conforms to the approved Plans and is otherwise In conformity with the requirements of this Agreement.

Apartment Access: Shareholder shall provide access to the Apartment, from time to time, to permit the Corporation's architect, engineer, the Managing Agent, the superintendent of the Building, or any other person the Corporation may authorize, to observe and inspect the Work. Shareholder agrees to make all corrections specified by the Corporation as a result of such Inspections, provided such corrections are necessary to bring the Work into conformity with the plans and specifications previously approved by the Corporation.

Inspections: If periodic inspections of the Work are required by the Corporation, the Work shall not proceed without the inspection unless the Corporation's representative fails to inspect the Work within five (5) days after receiving notice of Shareholder's request. The Corporation's failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement and the approved Plans. Prior to the commencement of the Work, the Corporation shall notify the Shareholder as to when inspections will be required.

The Corporation's Resident Manager will inspect and observe as Work proceeds on the project to ensure that the plan submitted is being adhered to.

PRE-CONDITIONS TO COMMENCEMENT OF WORK BY SHAREHOLDER:

Shareholder agrees to the following before Work is begun:

1. **Submission of Contracts.** Upon the request of the Corporation or its architect or engineer, to provide the Corporation with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers.
2. **Secure and Submit Proof of Needed Governmental Approvals.** If required by laws, rules, orders or governmental regulations, to file plans, forms or applications (including without limitation any asbestos-related forms filed in support of any applications) with, and procure the 'approval, permits, licenses, consents of all governmental agencies having jurisdiction over the Work including, but not limited to, the New York City Buildings Department, the Board of Fire Underwriters and the Landmarks Preservation Commission, if required, and, not more than ten (10) business days after receipt of such approval, to deliver to the Corporation a copy of every permit or certificate Issued. **The determination of the Corporation's architect or engineer as to the need for any such approval shall be conclusive.**
3. **Obtain Amended Certificate of Occupancy, If Necessary.** If, under applicable law, the Work requires an amended Certificate of Occupancy for the Building, Shareholder shall (I) indicate on the plans and specifications submitted to the Corporation that an amended Certificate of Occupancy will be sought and (ii) file an application describing the Work with the New York City Buildings Department within thirty (30) days of the Corporation's written approval of such plans and specifications. A copy of any such application shall be simultaneously submitted to the Corporation. If required' under applicable law, Shareholder will file an application for an amended Certificate of Occupancy within thirty (30) days after completion of the Work, Shareholder shall diligently pursue obtaining any such amended Certificate of Occupancy and shall keep the Corporation informed of the status thereof on a regular basis, The determination of the Corporation's architect or engineer as to the need for an amended Certificate of Occupancy shall be conclusive.



4. **Obtain Required Insurance.** To procure from Shareholder's contractor or contractors the insurance policies described on Exhibit "B" attached hereto, which policies shall name the Corporation, the Corporation's officers, directors, shareholders, architect or engineer, the Managing Agent, 32 Gramercy Park Owners Corp. and Shareholder, as parties Insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the Corporation. All such policies or certificates evidencing the issuance of the same shall be a) with companies that are reasonably acceptable to the Corporation, and b) delivered to the Corporation before the Work commences.
5. **Payment of Corporation's Architect/Engineer.** As provided in Paragraph 7 below, Shareholder shall pay any applicable fees to the Corporation for its architect/engineer services.
6. **Shareholder to Give Notice of Actual Commencement of Work.** Prior to commencing the Work, Shareholder shall give at least five (5) days' written notice to the engineer designated by the Corporation, and to the superintendent of the Building, to the Managing Agent and to all apartments immediately adjacent, of the date the work shall commence and the estimated duration of the work as stated in the first paragraph of this agreement.
7. **Certain Precautions to Be Taken By Shareholder:** Shareholder will take or cause their contractors to take all precautions necessary to prevent damage to the elevators, light fixtures, carpeting and wallpaper in the Building's hallways, elevators (including the doors and appurtenances) and to other common areas during the progress of the Work.
8. **Indemnification by Shareholder:** Shareholder hereby indemnifies and holds harmless the Corporation, 32 Gramercy Park Owners Corp., the Corporation's officers and directors, the Corporation's architect or engineer, the Managing Agent, and other shareholders and residents of the Building against any damages suffered to persons or property as a result of the Work, whether or not caused by negligence, and for any and all liabilities arising therefrom or incurred in connection therewith. Shareholder shall reimburse the Corporation, 32 Gramercy Park Owners Corp, the Corporation's officers and directors, the Corporation's architect or engineer, Managing Agent, and other shareholders and residents of the Building for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred as a result of the Work.
9. **Work Done at Shareholder's Expense:** Shareholder accepts sole responsibility for the Work and for all costs in connection with the Work.
10. **Shareholder to Pay for Corporation's Professional Fees:** If the Corporation obtains legal, engineering or architectural advice either prior or subsequent to granting permission for the Work, Shareholder agrees to reimburse the Corporation, on demand, for any reasonable fees incurred, and if permission for the Work be granted, then, in any event, prior to commencement of the Work. Shareholder understands and agrees that all costs of labor, equipment and materials incurred by the Corporation, shall be charged to Shareholder. Any such charges shall be billed monthly.
11. **Shareholder's Contractor to Cooperate with Building Labor:** All Shareholder's contractors and subcontractors shall employ only such laborers as shall not conflict with any of the local regional trade unions employed in the Building or otherwise cause disharmony with any Building service union. Shareholder and its Contractors shall comply with the terms of Exhibit "C" attached hereto.
12. **Shareholder's Responsibility for Consequences of Work:** Shareholder assumes all risks of damage to the Building and its mechanical or electrical systems, and to persons and property in the Building, which may result from or be attributable to the Work being performed hereunder.
13. Shareholder assumes all responsibility for the maintenance and repair of any alterations and installations in the Apartment after completion.



14. **ACCESS TO BUILDING EQUIPMENT:** Alterations must be designed to allow access to building equipment, such as plumbing, heating, and to the risers for maintenance and repairs. Shareholder will be responsible for repairing any cabinetry that must be removed.
 - a. **If it is ascertained that the management company or building staff requires access to any riser or heating/plumbing equipment covered by an installation,** the Shareholder, at his or her own expense, shall remove such installation in order to provide access and reinstall allowing for future access.
 - b. This responsibility covers all aspects of the Work, whether or not structural, including without limitation, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the Building directly, or indirectly affected by the Work. **It includes maintenance of all heating, plumbing, air conditioning and other equipment installed or altered pursuant hereto.**
 - c. **If the operation of the Building, or any of its equipment, is adversely affected by the Work, Shareholder shall, when so advised, promptly remove the cause of the problem and repair any damage. Shareholder is responsible for any repairs to the Work in their apartment at shareholder's cost.**
15. **Work Done at Shareholder's Risk.** Any damage to the Apartment or other areas of the Building, including, but not limited to the common structure, infrastructure, equipment, elevators, doors and finishes of 'the Building, caused by or resulting from the Work, shall be covered by the Insurance coverage required of Shareholder, or Shareholder's contractor(s) or subcontractor(s), as appropriate. However, the existence of such **insurance shall not relieve Shareholder of liability** thereof. If the Managing Agent advises Shareholder of any damage, which in the Managing Agent's opinion, was caused by the Work, Shareholder shall promptly submit such claim to their insurance carrier and to their contractor(s) or subcontractor(s) for submission to their insurance carrier, as appropriate. Shareholder agrees to use all reasonable efforts, and to cause the contractor(s) and subcontractor(s) likewise to use all reasonable efforts, to cause any insurance carrier Insuring Shareholder or Shareholder's contractors or subcontractors to **expeditiously review and pay any damage claims for which they are responsible.**
16. **Shareholder's Work Not to Change Building Temperature Control System.** Shareholder recognizes that there will be no change in the operation of the Building's heating system (or air-conditioning system) to facilitate the functioning of any heating or air-conditioning units Shareholder may be installing.
17. **Prohibited Construction Methods.** Shareholder will not interfere or permit interference with the Building's gas, electric or any other service.
18. **New Valves to Remain Accessible.** Shareholder agrees that all water, steam, and gas valves will be reasonably accessible to the Corporation's staff and agents. A location plan will be required upon completion.
19. **Exterior Walls to Remain Intact.** Shareholder agrees that exterior masonry walls shall not be penetrated.
20. **Deadline for Shareholder's Work and Consequences of Failing to Meet It.**
 - a. Shareholder shall use its best efforts to ensure that the proposed Work is completed expeditiously, but In any event, all Work (except solely decorative projects such as installation of carpeting, painting and wallpapering) shall be completed by the Completion Date as stated in the first paragraph of this agreement.



- b. Upon Shareholder's written request (which request shall be submitted to the Corporation at least ten (10) calendar days prior to the Completion Date), the Completion Date shall be subject to not more than two extensions of thirty (30) calendar days upon the Corporation's written approval, which approval shall not be unreasonably withheld or delayed. Shareholder shall, before any continuation period begins, provide the Corporation with the written reaffirmation of Shareholder and Shareholder's contractors of their continued agreement with all terms and conditions of this Agreement.
 - c. If consent to an extension is not granted, but the Work nonetheless continues, the Corporation shall be entitled to apply from the security funds provided pursuant to Paragraph 1(b) of this Agreement, sum of **\$100.00** per day for each calendar day the work remains incomplete. These amounts are acknowledged to be liquidated damages, and not a penalty, to compensate the Corporation and the Corporation's shareholders for the costs and inconvenience of the continuation of the work, it being understood that the damages caused by the continuation of the work would be difficult to determine.
 - d. If the funds provided pursuant to paragraph 1(b) are fully applied, Shareholder agrees to pay all amounts due under this paragraph to the Corporation in weekly installments, and Shareholder agrees that any consent granted by the Corporation under this paragraph 11 may be revoked by the Corporation immediately if Shareholder fails to comply with the payment requirements of this paragraph or any other requirements of this Agreement.
 - e. All time limitations set forth in this paragraph 11 shall be extended for delays caused by (a) failure of the Managing Agent and the Building staff to inspect the Work within the time periods set forth in this Agreement or resulting from the Corporation's failure to provide services necessary for the completion of the Work, such as elevator service, and (.b) delays caused by or attributable to acts of God, or strikes not attributable to Shareholder or Shareholder's contractors, or other agents, but In no event shall such permitted extensions exceed thirty (30) days.
 - f. Paragraph 1(b) of this Agreement, sum of **\$100.00** per day for each calendar day the work remains incomplete. These amounts are acknowledged to be liquidated damages, and not a penalty, to compensate the Corporation and the Corporation's shareholders for the costs and inconvenience of the continuation of the work, it being understood that the damages caused by the continuation of the work would be difficult to determine.
 - g. If the funds provided pursuant to paragraph 1(b) are fully applied, Shareholder agrees to pay all amounts due under this paragraph to the Corporation in weekly installments, and Shareholder agrees that any consent granted by the Corporation under this paragraph 11 may be revoked by the Corporation immediately if Shareholder fails to comply with the payment requirements of this paragraph or any other requirements of this Agreement.
 - h. All time limitations set forth in this paragraph 11 shall be extended for delays caused by (a) failure of the Managing Agent and the Building staff to inspect the Work within the time periods set forth in this Agreement or resulting from the Corporation's failure to provide services necessary for the completion of the Work, such as elevator service, and (.b) delays caused by or attributable to acts of God, or strikes not attributable to Shareholder or Shareholder's contractors, or other agents, but In no event shall such permitted extensions exceed thirty (30) days.
21. **Work Hours and Noise.** The Work shall be performed between the hours of **9:00 a.m. and 4:30 p.m. Monday through Friday.** The Work shall not be performed on Saturdays, Sundays and Holidays. Any work which can produce unusual noises, or which might be unusually disturbing to Building occupants, shall not be done before 10:00 a.m. The Corporation shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.



22. **Shareholder's Security Deposit.** As security for the faithful performance and observation by Shareholder of the terms and conditions of this Agreement, Shareholder has deposited the sum indicated in paragraph 1(b) with the Corporation. In the event that Shareholder or persons engaged by Shareholder to perform the Work cause loss, cost or expense to the Corporation, including without limitation any loss, cost or expense arising from or relating to:
- a. the fees of the Corporation's architect or engineer to review the plans and specifications or to review from time to time the progress of the Work;
 - b. the fees of the Corporation's attorneys engaged in the event of Shareholder's breach or alleged breach of the provisions of this Agreement, or otherwise in connection with the Work;
 - c. damage to the carpeting or wallpaper in the Building's hallways or to any common element (including without limitation, the cost of cleaning, shampooing, painting, repairing or replacing the same if soiled or otherwise damaged)
 - d. delays in completion of the Work, as more specifically referred to in paragraph 11 of this Agreement;
 - e. any other expenses incurred by the Corporation in connection with any complaints or breach of this Agreement.

Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment thereof. If the deposit is diminished by one-half of the original amount, Shareholder shall replenish it to the full amount within (3) days after written demand. Shareholder's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle the Corporation to stop all work hereunder, and/or exercise any remedies it has hereunder

23. **If Shareholder shall comply with all of the terms and conditions of this Agreement, the security deposit or remaining balance thereof, without interest, if any, shall be returned to Shareholder.**

24. **Use of Public and Common Areas during Work.** Shareholder will not allow the sidewalks, courtyards, hallways and other public areas to be used for the storage of building materials or debris. Shareholder agrees that the hallway floors and walls to be used in connection with the work will be covered with Masonite boards at least 3/16" thick during the Work. If the Work mars or damages the back hall, stairs, or elevators, the Corporation may repair them at Shareholder's expense upon the completion of the Work. If Shareholder shall fail to promptly do so, Shareholder shall promptly pay all reasonable bills for such repairs.

25. **Shareholder to Maintain Certain Safety Precautions.**

- a. Shareholder agrees that functioning fire extinguishers and smoke alarms will be maintained in the Apartment during the Work.
- b. Shareholder understands and agrees that shareholder shall be responsible for installing window guards as required by law if a child or children ten (10) years old or under resides in the Apartment pursuant to Section 131.15 of the New York City Health Code.
- c. Shareholder shall have smoke detectors installed within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 6 of 1981 of the City of New York.
- d. **Fire Exits to Remain Accessible.** Shareholder agrees that the Work shall not block access to any fire exits in the Building



26. Shareholder to Control Refuse, Dirt, Dust, etc.

All precautions will be taken by Shareholder to prevent dirt and dust from permeating other parts of the Building during the progress of the Work. Materials and rubbish will be placed in barrels or bags before being taken out of the Apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the Building and removed from the Apartment at Shareholder's expense.

27. Elevator Designation.

Shareholder recognizes that only the designated elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Shareholder shall not permit any dumpster or garbage container to be left overnight in front of the Building and shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days at the sides of the Building. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.

28. Shareholder to Reopen Enclosed Areas. If any portion of the Work should be enclosed contrary to the provisions of this Agreement, if requested in writing by the architect or engineer, such portion shall be uncovered at Shareholder's expense for observation. Such enclosure shall be opened and replaced at Shareholder's expense.

29. Shareholder to Deliver Certificates. Promptly after the completion of the Work, Shareholder shall deliver to the Corporation: (a) an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required, (b) such other proof as the Corporation may reasonably require to establish that the Work has been done in accordance with all applicable laws, * ordinances and government regulations, and (c) a statement from the architect or engineer who signed Shareholder's original plans that the Work has been executed in conformance with those plans. As long as the Shareholder complies with this Agreement and there is no cost or other obligation to the Corporation, the Corporation shall execute any appropriate forms required by the government entity having jurisdiction over the Building.

* Letter of Completion issued by the NYC Dept of Buildings.

30. Shareholder to Comply with Laws, etc. Shareholder shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of, or cause additional coverage or an increase in limits of any liability, multi-peril casualty or other insurance policies carried by Shareholder or for Shareholder's benefit.

31. Shareholder to Correct Work Rejected by the Corporation. Shareholder shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Corporation because of its failure to conform to the plans and specifications previously approved by the Corporation or with the requirements of this Agreement or the laws, rules, orders or regulations of any governmental authority having jurisdiction over the Building or which violates any policy of insurance maintained by the Corporation. Shareholder shall bear all costs of correcting such rejected parts of the Work, including the compensation for additional services of any architect or engineer made necessary thereby.

32. Responsibility of Shareholder and Shareholder's Successor in Interest.

- a. Shareholder agrees that the **responsibility for maintaining and repairing the Work remains with Shareholder and Shareholder's successor-in-interest** in residence in Shareholder's apartment, including, but not limited to, the cost of removing or reinstalling all or any part of the Work.
- b. If the Work involves **changes to the plumbing lines servicing the Apartment**, Shareholder



agrees that Shareholder and shareholder's successor-in-interest shall be fully responsible for the future repair and maintenance of the plumbing lines servicing Shareholder's apartment and any equipment installed as part of the Work, including without limitation, any and all costs relating to leakage and/or seepage in Shareholder's apartment and/or adjacent apartments. In the event that there is a complaint concerning noise, vibration or exhaust heat from any equipment installed by Shareholder, Shareholder shall, after notice, make immediate repairs or adjustments to eliminate the cause of the complaint and if this is not possible, to, remove any such equipment promptly upon order of the Corporation.

- c. Shareholder or Shareholder's successor-in-interest shall (i) advise each subsequent purchaser of the Corporation's shares appurtenant to the Apartment (a "Purchaser") of the Work undertaken by the Shareholder and the Purchaser's obligations under this Agreement; (ii) provide copies of the Plans and this Agreement to each Purchaser; and (iii) waive any claim or cause of action against the Corporation, the Board of Directors and officers, 32 Gramercy Park Owners Corp. or the Managing Agent of the Building, for advising a potential Purchaser of the obligations of the owner of the Apartment under this Agreement.

33. **Liability of Shareholder and Shareholder's Successor-in-Interest.** Shareholder agrees that Shareholder and Shareholder's successor in-Interest in residence in the Apartment shall bear any and all costs for any plumbing leaks or other conditions which cause damage to adjacent apartments or other apartments in the Building, if such leakage or damage results from alterations made or equipment installed as part of the Work.

34. **Hazardous Material.** Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos and other hazardous material, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the Work. In addition, Shareholder agrees to indemnify the Corporation for any and all loss, costs, expenses (including without limitation reasonable attorney's fees and disbursements), damages, liabilities or fines: (i) arising from failure by Shareholder or any consultant or contractor retained by Shareholder to fully conform to all of the foregoing, or (ii) incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the Work.

35. **Lead Paint:**

- a. Shareholder shall cause the Shareholder's contractors and/or workers to use safe work practices during the work and take precautions to prevent the spread of dust and debris which may contain lead.
- b. The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including (1) limiting access to the work area to only workers, (2) covering the work area with polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the Shareholder's belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. The Task Force has indicated that certain removal practices are unsafe, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a de minimis surface area (de minimis means an area of less than one square foot per room).
- c. Shareholder shall cause Shareholder's contractors and/or workers to perform their work consistently with the recommendations of the Task Force (as the same may be amended from time to time) and shall upon completion of the work perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead. A licensed contractor is required to perform a Lead Inspection at the Unit Owner's expense prior to the commencement of any work. Furthermore, if the presence of Lead is confirmed, a Lead Abatement procedure shall be performed by a licensed agency according to The Federal Task Force on Lead-Based Paint



Hazard Reduction and Environmental Protection Agency (EPA) at the Unit Owner's expense, A copy of the test results as well as any Lead Abatement Report will be required prior to the commencement of a y work. If such requirements are not met by the Unit Owner, no work is to be approved or be allowed commencement.

- d. Shareholder shall receive assurances acceptable to the Corporation from Shareholder's contractors and/or workers that they have knowledge of lead-based paint hazards and that they will perform the work and clean up the work in a manner which will avoid creating lead-based paint hazards.

36. EXPANSION OF EXISTING BATHROOM OR KITCHEN FOOTPRINT:

This type of alteration is allowed, or a "wet over dry" is permitted **(after the co-ops architects review & at the discretion & review of the Board of Directors) providing the following conditions are strictly met:**

- a. If the condition of "wet over dry" creates a nuisance to other shareholders then the work must be reverted to its previous state at the discretion of the board. This condition shall survive the transfer of shares and shall be maintained in perpetuity.
- b. **Vertical plumbing roughing:** waste stack, vent riser, and all water pipes behind the chase wall or behind any other existing partition may not be modified in any way. The existing waste T must remain unaltered. Should repairs be necessary they shall be authorized by the Board.
- c. **The water closet lead bend, shower drainpipe and bath tub drain pipe may not be moved in any way.** These items may be replaced in situ for the purposes of maintenance and/or adaptation to contemporary fixtures.
- d. The floor and well up to 12" of any kitchen, bathroom and wet bar undergoing alterations shall be waterproofed in a manner approved by the board.
- e. New lead pans or those of terrazo for new showers are permitted so long as the floor under the pan is contiguously waterproofed in a manner prescribed in item 4 above.
- f. Wet over dry must be approved by the Board of Directors after review by the buildings architect
- g. Installing bathrooms **where they previously had not existed** is prohibited.
- h. Nothing in these conditions should modify other condition in the Alteration agreement, Proprietary Lease, House Rules, or Bylaws. In the event of a conflict the Board reserves the right to determine the most appropriate course of action.

37. BATHROOM RENOVATIONS:

When a complete renovation of a bathroom is proposed, the ceiling must be opened and the buildings plumber must inspect the traps & waste lines servicing the tub/shower & toilet of the apartment above. If any replacement or repair of the traps and waste lines is required the COOP will bear the cost.

- 38. PROHIBITED INSTALLATIONS:** Garbage Disposal, plant pot aerators, Whirlpool, Sauna, Jacuzzi, hot tub, or any similar motorized bathtubs or steam shower are not permitted. No portable dishwashers or clothes washers shall be installed in the Building

39. PLUMBING, HEATING AND GAS

- a. All plumbing, gas work and related appliance installation must be shown on the plans and filed with the Building Department. A permit must be obtained and all work performed by a licensed plumber.



- b. Renovations to bathrooms, powder rooms and kitchens must open walls and floors containing any plumbing or gas risers, vents, stacks, waste lines or branch lines for water or steam supply or return lines. The Corporation must be notified in writing to allow inspection of all risers, vents, stacks and waste lines.
- c. There are no Owner alterations to Building risers. The Corporation shall have the right to install new risers, at the Corporations expense.
- d. All vent lines and supply branch lines must be run in the walls and/or dropped ceiling but not within the floors.
- e. No new fixtures to be located or any new chopping to occur within demising walls without plans being approved by the Coop's architect.
- f. Where new or relocated plumbing fixtures or gas pipe systems are installed or altered, all branch lines including all supply, waste and vent lines, must be replaced back to the building risers and stacks. New master shut-off valves shall be installed after a full 3 elbow swings. All valves must be full port of a US manufacturer.
- g. **Provide new spring loaded check valves at each location as follows:**
 - i. Hot water master control valve
 - ii. Cold water master control valve
 - iii. Hot and cold water shut-offs at lavatories and sinks
 - iv. Cold water shut-off valves at water closets
 - v. Shower valves, as approved for NYC use
 - vi. Hot and cold water shut-offs to washers
- h. Shut-off valves, clean outs and other areas where access may be required must not be permanently concealed and **must be accessible**. New shut-off valves must be installed at the connections to the Buildings risers. Provisions for access panels must be included with the work.
- i. The dimensions of the access panels must be sufficient for servicing the plumbing valves and a minimum of 6" x 6" opening. Check valves must be installed for all fixtures and appliances and access panels must be provided for servicing the valves.
- j. All hot and cold water piping at fixtures is to be **terminated with air chambers** (water hammer arrestors) rising above the fixture.
- k. All new supply lines to be **copper tubing with flared ends and brass bushings**. No plastic, rubber or braided stainless steel or reinforced rubber hose. High pressure 'no burst' braided stainless steel type hoses will be allowed to hook-up fixtures if there is no practical alternative.
- l. The Building prohibits any relocation or modification of the existing gas risers. Branch lines within the apartment may be rerouted by a licensed plumber; however, **all modifications must be approved** in writing by the Corporation.
- m. The Corporation must inspect all plumbing/rough-in for compliance with the standards and reserves the right for the Corporation's plumber to inspect and pressure test any plumbing work. The costs of these inspections/tests by the Corporation's plumber will be paid by the owner.
- n. All water piping must be wrapped with durable, condensate absorbing, insulation material and supported with non-reactive materials. A minimum distance of 2" is required between hot and cold water pipes and there must be no metal-to-metal contact between piping and conduit, BX etc. All copper piping must be separated from piping of dissimilar materials to prevent galvanic

corrosion.

- o. Contractors must submit all requests for riser shut downs to the Superintendent's office, in writing, four working days prior to the date requested for the shutdown. Shut downs may not exceed 4 hours in length.
- p. Abandoned plumbing lines are to be removed and capped back to the risers with like-kind metal caps.
- q. Whenever a radiator is replaced and/or relocated, the steam feed and return lines **must be replaced back to the building's steam risers.**
- r. **There shall be no reduction allowed in the size of existing plumbing lines.**
- s. **Lead pans must be installed for showers.** The lead pan must be a seamless membrane made of 6lbs/sf common pig lead worked into the corners (not cut) that extends over the top of the curb and a minimum of 6" up each wall. The lead pans must be clamped and soldered into a new drain collar. The lead pan must pass a 24 hour water retention test and the test must be observed by the Building Superintendent. After the retention test, the shower pan must be coated with polymer mastic material prior to installation of the tile/stone setting bed.
- t. **Pipe Access:** The Owner will not, without the Corporation's prior written approval, enclose or obstruct access to existing heat or water pipes, valves or other equipment. No risers may be relocated without the Corporation's specific consent. In any event, whether permission was given, the Corporation shall have the right to remove any impediments to access heat, water or waste pipes, valves and equipment. The Shareholder shall pay any expenses the Corporation may incur in removing these impediments and shall assume all costs of restoring the same.
- u. The **details of radiator enclosures** and method of installation shall be set forth on the plans and specifications and be designed to allow access to the units as well as the valves. Any such radiator enclosure must be easily removed.

40. **APPLIANCES, WASHERS, DRYERS AND OTHER APPLIANCES:**

Washers and Dryers: Will only be considered on the combination of apartments and at the discretion and review of the Board of Directors.

If such an installation is approved, the following must be adhered to:

- a. Any Venting to the Building exterior must utilize the existing slotted vents through the brick at the exterior wall within each apartment. All appliances shall be properly vented. Venting details must be shown on the plans. All vents must be properly waterproofed to prevent water filtration and masonry deterioration.
- b. The washing machine shall be of a **low water capacity type**. The washing machine shall be installed within the kitchen or bathroom footprint.
- c. All washers shall have pressure type vacuum breaker and a check valve for both hot and cold water supply lines. Valves must be accessible to the Building's maintenance staff. The hose must be 'no burst' braided reinforced stainless steel.
- d. The washing machine must have a lead pan and a drain under the unit with a 6" curb all around and soundproofing/vibration pad below. The pan shall have an overflow sensor with an audible alarm and be wired to solenoid valves that automatically shut off the hot and cold water if the water builds up. The drains are to flow into a minimum of 2 ½" standpipe with a hub elevation 6 inches above the flood level of the machine.



- e. The supply lines must be arranged so that in the event of leakage, the water flows into the pan. The supply lines must have shut-off valves and air chambers (water hammer arrestors) on hot and cold piping.
- f. All clothes washers must have **NYC approved backflow prevention devices** on the water supply piping.
- g. **Washers and dryers must be installed per NYC Building Code.**
- h. Washers and dryers shall be installed on vibration isolation pads and should be designed to eliminate noise and vibration to the floors below.
- i. The Owner agrees that the Corporation's consent to install a washer or dryer is contingent upon the acknowledgement by the Owner that the Corporation may require the Owner to remove the appliance at the Owner's expense whenever it causes nuisance to the tenants of other apartments.
- j. In the event that there are complaints concerning noise, exhaust or vibration from any appliance or equipment installed, the Owner agrees to take immediate steps to eliminate the cause for the complaint and, in event the situation is not resolved to the satisfaction of the Board of Managers, to remove such appliance or equipment.
- k. The Owner agrees not to cause or permit the installation of any other appliance or fixture whatsoever unless the same shall have been labeled on the plans and specifications submitted to the Corporation and approved in writing.

41. ELECTRICAL WORK

- a. All electrical work must be shown on the plans and filed with the Electrical Control Board. An electrical permit must be obtained and all work performed by a licensed electrician.
- b. All areas of renovations proposing more than cosmetic work within the apartment are required to update the electrical wiring. Any outdated electrical panels must be updated.
- c. **No additional electrical service may be brought into the apartment without prior approval by the Corporation's Architect or Engineer.**
- d. The owner shall furnish an electrical load letter from a licensed electrician or engineer who shall verify that the electrical loads required as a result of the work will not be in excess of the present electrical capacity of the Apartment and will not adversely affect the building's electrical service.
- e. GFI outlets must be installed within any bathrooms and within the kitchen at areas 6 feet or less from any sink(s).
- f. No chopping for boxes into the demising walls or the structural slabs without the Coop's architect's review.
- g. Any abandoned electrical boxes with remaining wiring entering or leaving shall remain accessible with removable covers.
- h. The location of the smoke and carbon monoxide detectors must be shown on the apartment plans.

42. OBTAINING PERMITS: PROCEDURES



- a. It is **not permitted** to file work as a "Professional and Owner Certification" at the Building. The forms **must be revised as a Type 2 Alteration** with the filing professional's sign-off pursuant to Directive 14.
- b. The PW 3 form is to be signed by the apartment owner.
- c. PW 1 Form: A coop owner can sign Section 26 & Victor J Kavy will sign as Assistant Secretary as officer of the coop corporation under Section 26A. A lessee can sign Section 26 if the application includes "a signed notarized statement by the applicant that the owner has authorized the filing of the application."
- d. TR-1 forms: The preferred signer is the coop unit owner or a lessee.

43. PLANTERS

The following rules shall be observed with respect to installation and maintenance of planters and trees on the terraces and balconies of the building:

- a. All planters shall conform to the Administrative (Building) Code of the City of New York (C26-902.6 & RS 9-2) and applicable sections of the Multiple Dwelling Law.
- b. No Lessee shall install any planter on a terrace or balcony without the prior written approval of Lessor.
- c. The total weight of a planter and its contents bearing upon a terrace or balcony may **not exceed 30 pounds per square foot.**
- d. Planters may not obstruct egress nor the required light and air for windows and should not create a hazard or nuisance.
- e. Planters must be self-contained units, not more than 36 inches in height, constructed of light weight, fireproofed materials, may not obstruct or interfere with access to drains, must be small enough so that they can be easily moved for maintenance and repairs and must be placed at least 10 inches from building walls, terrace or balcony dividers and from each other.
- f. Planters may not be placed directly on the terrace or balcony surface, but must be supported on beams at least 2 inches from the terrace or balcony surface to provide ventilation and drainage. The bearing surface of the beams must be used as the basis for calculating the bearing weight per square foot. Filter fabric (such as Enkadrin) must be installed in planters to prevent soil loss and obstruction of terrace or balcony drains. Suitable weep holes at the sides must be provided in planters to draw off water.
- g. Lightweight soil must be used as typical moist soil weighs 90 pounds per cubic foot and is too heavy to be within permissible load limitations.
- h. All planter installations must be approved by the Board and proposals for planters as well as for trees must contain sufficient information and data to calculate bearing weights. Lessee must provide the Board with a certificate from an engineer that the bearing weights set forth in these regulations are not exceeded.
- i. All planters and tree installations are subject to periodic inspection and, if requested by the Board, Lessee must provide the Board with a current certification from an engineer that the bearing weights set forth in these regulations are not being exceeded.
- j. Lessee must provide the Board with a signed shareholder indemnification in the form attached hereto as Exhibit A, or such other form as shall be designated by the Board, signed by Lessee and duly acknowledged, prior to installation of any planter, agreeing to defend, indemnify and hold the Corporation harmless against any and all claims, demands, suits, judgments, actions, penalties, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and Court costs) suffered or paid directly or indirectly by the Corporation in any action or proceeding between the Corporation and Lessee or the Corporation and any third-party, or otherwise, resulting from the installation, maintenance or removal of planters, containers and their contents.



Lessee, at Lessee's sole cost and expense, shall: (a) maintain all planters, trees and their contents in clean, good and sanitary condition, and all weep holes and drainage tiles in good operating condition, and (b) properly prune all plantings and trees so as to prevent them from climbing or hanging over the railings, parapets or otherwise outside the borders of the terrace or balcony.

- l. Any planter that breaks apart or becomes open at the seams shall be removed from the balcony or terrace, or immediately repaired.
- m. No planters or trees shall be kept that increase or would with reasonable likelihood increase the rate of insurance of the building, or the contents thereof. No planters or trees shall be kept on any balcony or terrace, that would with reasonable likelihood result in the cancellation, or result in a notice of cancellation of insurance on the building, or the contents thereof, or that would be in violation of any law.
- n. The Board shall have the right and power, upon giving notice and an opportunity to cure, or without notice under certain circumstances, to enter upon the balcony, terrace or roof structure and summarily abate, remove and cure any violation of the foregoing regulations (including removal of any planters and trees) at the sole cost and expense of Lessee, without being guilty or liable in any manner for trespass or otherwise. All costs and expenses incurred by the Board in connection with any violation, or otherwise in connection with the enforcement of these regulations, shall be paid by Lessee as additional rent.

44. ALTERATIONS VISIBLE FROM EXTERIOR: WINDOWS AND HVAC UNITS

- a. Any installation of replacement windows shall be subject to the prior approval of the Corporation. Prior to the installation of the replacement windows, the Shareholder shall cause the Shareholder's contractor to provide a sample of the proposed window replacement to the Corporation for the Corporation's review and approval to assure that such replacement windows conform in color, style, and dimensions to existing windows in the building and that such windows meet the requirements of any federal, state and city department or agency having jurisdiction over the replacements windows in the building, including the New York City Landmarks Commission.
- b. The Shareholder and the Shareholders heirs assigns and successors-in-interest shall be responsible for any and all damages caused by the replacement windows or HVAC units in the building installed by the Shareholder.
- c. If a consent, permit or approval is required from any federal, state, or city department or agency to lawfully perform such window or HVAC installation, the Shareholder shall first obtain such consent, permit or approval and provide a copy of such consent to the Managing Agent before proceeding with the installation.
- d. Specific, dimensioned details of all penetration work must be submitted and shall include flashing, lintel and waterproofing procedures.
- e. Exterior brick walls shall not be penetrated for any purpose other than the installation of through-the-wall air conditioning units, which shall only be permitted upon the Corporation's approval of plans, specifications and details for the same.
- f. Exterior street façade walls shall not be penetrated for any purpose whatsoever.
- g. No air-conditioning or HVAC unit shall be installed or replaced unless in compliance with NYC Building Codes and the following:
 - i. The installation of any air-conditioning or HVAC unit will be made secure, weather tight and water tight and in such a manner as to create no disturbance, nuisance or damage due to noise, vibration, air or water leakage or other cause and shall be insulated on the exterior and interior of the building.

- ii. Any permission granted to install an air-conditioning unit constitutes a revocable license to use, maintain, and operate such unit in accordance with all existing laws, ordinances, rule and regulations applicable thereto without any disturbance, nuisance or damage whether by reason of noise, smell, vibration, water leakage or otherwise and may be revoked by the Corporation in its sole and absolute discretion whenever the Corporation shall determine that, the Shareholder shall have failed to repair, with due diligence, upon notice, any condition that in the opinion of the Corporation, violates this Agreement, whereupon the Shareholder shall forthwith discontinue all use of the unit and remove the unit, at the Shareholder's expense, whenever the Corporation determines, in its sole and absolute discretion, that such appliance or fixture unduly disturbs his or her neighbors by reason of, among other things, noise, leaks, etc.;
- iii. The Shareholder recognizes that there will be no change in the operation of the building's heating system to facilitate the functioning of any heating or air conditioning units the Shareholder may install.
- iv. All required consents, approvals and permits from all federal, state and local agencies having jurisdiction, including the New York City Landmarks Commission, shall be obtained and provided to the Managing Agent before any through-the-wall air conditioning unit is installed.

45. THOUGH-THE-WALL HVAC UNITS (after the co-ops architects review & at the discretion & review of the Board of Directors)

- a. For through-the-wall units from 24" to 42" wide, there must be one angle lintel for each 4" of wall thickness with a minimum of 3"x3" x 5/16" with no less than 4" of bearing at each end. Where steel angles will not fit, steel plate lintels may be used for a sleeve opening below the sills, 3/8" x4" up to 26" wide opening or 3/4"x4" for up to a 42" wide opening with a minimum of 4" bearing at each end.
- b. Provide weep slots spaced at a minimum of 24" o.c. for angle lintels.
- c. Masonry openings must be cut from the outside. All brickwork must match the existing, including size, color, texture and mortar joints.
- d. The sides and bottom of the masonry opening must be fully waterproofed and lined with Bituthene or equal. The masonry window openings are to be parged and prepared with Perm-A-Barrier VP before applying a Bituthene membrane that extends from the exterior caulk joint two inches around the interior face of the masonry wall. The jamb waterproofing should tie into the sill waterproofing. At the sill, the waterproofing should be sloped to the exterior and there should be two weep holes at the quarter points in the sill caulking.
- e. The exterior grilles must be centered (whenever possible) beneath a window and mounted flush with the building's façade. The exterior grilles must be frameless type, extruded and painted to match the surrounding masonry. No stamped metal will be permitted. There shall be no visible exterior fasteners. Grille perimeters are to be sealed with 20 year silicone caulking having a color that will blend with the surrounding masonry.
- f. Design of the unit shall be such that condensate does not drip on the exterior wall. Larger units shall have a condensate drain.
- g. Where connected to the building heating system, replace the existing branch lines back to the main riser. All piping must be properly pitched to drain, with no reverse slopes. All piping to provide a 1/4" per foot minimum pitch on all horizontal to drain and eliminate any chance for water to stand in a back pitched or trapped pipe.
- h. Shareholder assumes full responsibility for operation and safety of any units covered by this



agreement.

- i. Insulation is to be placed around the interior perimeters of through-the-wall sleeves in a manner to prevent air infiltration.
- j. A dedicated electrical circuit must be provided for each HVAC unit. All electrical work must be performed by a licensed electrician.
- k. Where through-the-wall units are enclosed by cabinetry, there must be an insulated collar between the air discharge and the grille on the enclosure.
- l. Energy efficiency must be no less than SEER of 9.5.
- m. Each unit is to be supplied with a Building standard trap and should be located so as to be easily replaced.
- n. No air conditioning system installed in the building may include a piston-driven compressor; only centrifugal compressors may be used.
- o. All details of through-the-wall HVAC units indicating the new lintels, the wall flashings, vibration isolators, outward pitch of the units, insulation, drain, grille details, etc. must be provided to the Corporation for review.
- p. Where repairs or alterations are being made which affect the exterior of the building, the sidewalk below shall be protected at all times.

46. **CENTRAL AIR CONDITIONING (after the co-ops architects review & at the discretion & review of the Board of Directors)**

- a. The Shareholder and the Architect must provide details of any central air-conditioning system that the Shareholder plans to have installed. The Corporation must approve the system before the commencement of installation of the system or any related work.
- b. The air handlers and condensers unit(s) must be installed with double vibration isolators.
- c. The areas around the unit must be sound insulated. Ducts must be insulated.
- d. The air handlers must be the low velocity type. The air handlers must have a flexible connection at the ductwork and air handlers.
- e. There must be a pan with a drain to an indirect waste under the air handling units and any air humidification units. In addition, the pan must have a sensor to shut off the machine in the event of a water build-up in the pan.
- f. The Architect should provide the location and details of the through-the-wall condenser units, and these installations must comply with the Building Codes and the New York City Landmarks Commission.
- g. **The thru-wall condenser must be installed in a double sleeve. The unit must be isolated from the outer sleeve with vibration pads.**
- h. Air conditioning condenser units shall be located in utility areas of the apartment only --such as "wet" areas unless otherwise approved by the Corporation. **The entire system must be contained within the Shareholder's unit.**



- i. No air conditioning system installed in the building may include a piston-driven compressor; only centrifugal compressors may be used.
- j. **The louver must be attached to the condenser unit and must be isolated from the Building's walls and caulked on all sides.**
- k. **The unit must pitch outward.**
- l. **The masonry opening must be waterproofed.**
- m. **There must be steel lintels with up-turned legs.**

47. THRU THE WALL SLEEVE AIR CONDITIONING

- a. **The thru-wall detail must show waterproofing including the following:**
 - b. Cement bed sloped a minimum of 1/4" per foot to the exterior.
 - c. Waterproof membrane on the bottom and the full height of both sides of the masonry opening.
 - d. The sleeve must be pitched to the exterior.
 - e. An architectural louver in an **approved color** must be installed flush with the exterior brick or masonry.
 - f. There must be a steel lintel with up-turned legs for openings of 27" or greater. Steel plates are acceptable for smaller openings. Provide a minimum of 6" bearing on either side.
 - g. Thru-wall flashing membrane should be installed above the lintel.
 - h. The exterior opening should be caulked on all four sides and there should be weep holes tied into waterproofing membranes at the bottom and the lintel.
 - i. The Architect must retain a sound engineer to provide a report indicating the recommended measures required such that adjacent apartments will not hear the air-conditioning equipment. These recommendations must be included in the project scope.

48. LOCATIONS OF ROOMS/NOISE

- a. The Shareholder agrees that no stone, ceramic or porcelain tile or similar hard-surfaced flooring will be installed except within the original demising walls of the kitchen, pantry, baths, laundry and entry foyer. No removals of floor slab or floor fill materials will take place in those locations. Locations where there are topping slabs or slab infill may not be disturbed for the purposes of depressing the level of the slab to accommodate a new finish floor. In all cases, the Corporation will require installation of a sound retardant underlayment beneath such flooring, such underlayment to be approved by the Corporation.
- b. All new interior partitions shall be constructed of block and plaster, metal lath and plaster, or metal studs with a double layer of gypsum board or other base material specifically designed for a skim-coated plaster finish. Interior partitions of metal studs and gypsum board must use partition isolators between the structural slabs and the top and bottom tracks.
- c. Any disturbance to demising walls must be limited to the replacement of existing electrical service. Chopping of demising walls is not permitted. Any penetrations or openings into the



demising walls must be filled with firestopping, heavy batt sound insulation and plaster patched. Outlets, switches or any other devices must be backed with soundproofing and fireproofing boxes. Any metal channel furring system at the demising walls must use Quietrock sheathing or metal lath and plaster.

- d. The Shareholder agrees that any work done shall not change the layout of the Apartment in its relation to the Adjacent Premises, i.e., no “noisy” room such as a kitchen or playroom, and no “noisy” appliances such as a washing machine or dishwasher may be relocated or installed above a “quiet” room such as a bedroom. In no event may any “wet” use such as a bathroom, kitchen, or laundry room be relocated over a “dry” or “quiet” use of the floor below unless approved by the Corporation.
- e. The Shareholder agrees to take all precautions to prevent any completed Alteration from creating a “noisy” or disturbing condition to any other Shareholder. The Shareholder further agrees that, if despite preventative measures to avoid “noisy” and disturbing conditions to other Shareholders, the Corporation determines in its reasonable discretion, based upon Shareholder complaints, that the alteration has created a “noisy” or disturbing condition, the Shareholder shall take all steps, at his or her sole cost and expense, to repair or remove (if necessary) the alteration to alleviate the disturbing condition.

49. **NEW HARD FLOOR SURFACES: PROCEDURES FOR INSTALLATION**

- a. Wood Flooring
 - i. Existing wood floor and sub flooring shall be removed and a resilient underlayment shall be placed beneath the new subfloor. Acceptable underlayments to be installed are Kinetics, Enkasonic Mat, Nobleseal or equal.
 - ii. Tape or tack-glue perimeter isolation of 3/8” thick fiberglass board to isolate the floor and break the sound transmission path between floor and walls. Perimeter isolation to be the full height of from the underlayment to the top of the plywood subfloor.
- b. Stone or Tile Flooring
 - i. Acoustical underlayments such as Kinetics, Enkasonic Mat or equal shall be installed under all hard surface flooring materials. Manufacturer’s installation instructions to be adhered to.
 - ii. Waterproofing membrane must be installed under the floors of all “wet” areas and return a minimum of 6” up all wall surfaces except at all shower/tub area where the membrane must continue up all walls to the ceiling.
 - iii. Perimeter isolation of 3/8” thick fiberglass board to isolate the floor and break the sound transmission path between floor and walls. Perimeter isolation to be the full height of the underlayment and the setting bed.
 - iv. A mortar setting bed of at least 1/2” to be installed over the underlayment material.
- c. Scraping & Coating of Flooring
 - i. On the day prior to such work all surrounding units and the building’s superintendent must be notified
 - ii. Windows must remain open until the floor coating is dry
 - iii. Fans must be used to dissipate any odors that will be generated by the products used to coat the floor after scraping

50. **Work is of Shareholder's Sole Design.**

Shareholder recognizes that by granting consent to the Work, the Corporation does not express any opinion as to the design, feasibility or efficiency of the Work.

51. **Miscellaneous:**

This Agreement may not be changed orally but only by in writing and signed by both parties. This Agreement shall be binding on each party's legal representatives, successors and authorized



assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.

52. Shareholder's **Breach and Corporation's Remedies:**

SHAREHOLDER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE PROPRIETARY LEASE. IN ADDITION TO ALL OTHER RIGHTS, THE CORPORATION MAY SUSPEND ALL WORK AND PREVENT WORKMEN FROM ENTERING SHAREHOLDER'S APARTMENT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CORPORATION MAY ALSO REVOKE PERMISSION FOR SHAREHOLDER TO UNDERTAKE THE WORK. ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.



CONSENT OF THE CORPORATION:

By executing this Alteration Agreement, the Corporation is granting permission to Shareholder to perform the Work pursuant to the Plans and this Agreement, as amended.

This permission can be revoked at any time on written notice to the Shareholder as a result of any violation by Shareholder, its agents and/or contractors of the terms of this Agreement.

Very truly yours,

Signature Print Name

Signature Print Name

Date: / /



EXHIBIT "A"

PLANS AND SCHEDULE

List the drawing #'s or document names below with a description.



EXHIBIT "B"

INSURANCE

Shareholder must provide insurance of the types and in not less than the amounts set forth below with a company or companies satisfactory to the Corporation and licensed to do business in the State of New York. All such policies shall name the Corporation, 32 Gramercy Park Owners Corp., the Shareholder and the Corporation's Managing Agent (the "Managing Agent") as additional named insureds. No diminution of the limits of insurance will be permitted. Such insurance shall include:

1. WORKER'S COMPENSATION as required by all applicable Federal, State or other, laws, including Employers Liability in accordance with the statutory requirements of the State of New York together with Disability Benefits Insurance required by the State of New York.
2. COMPREHENSIVE GENERAL LIABILITY including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Paragraph 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (section, 11 paragraph B (1) is to be deleted. The completed operations coverage and contractual indemnity coverage are to extend for one year following termination of the work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the work involves any asbestos-containing material and shall not include a sunset clause without the Corporation's consent.

LIMITS SHALL BE AS FOLLOWS:

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

\$1,000,000 COMPREHENSIVE AUTOMOBILE LIABILITY, including non-ownership and hired car coverage as well as owned vehicles.

\$3,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED

The Corporation at its sole discretion may set higher limits.

1. If umbrellas are written in more than one company, any layers above the first one shall follow the form of the Primary Umbrella.
2. Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Corporation showing that such insurance is in 'full force and that the premiums due hereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without thirty (30) days written prior notice thereof to the Corporation. Shareholder and Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently issued amending Insurance coverage or limits.
3. In the event of the failure of the Contractor to furnish and maintain such insurance, the Corporation shall have the right at its option at any time (a) to revoke permission to perform the work and to deny entry into the building of all workers, except that if such workers are escorted by a member of the



building's staff, they shall be permitted to remove their tools and supplies, and/or (b) to take out and maintain the said insurance for and in the Corporation's name, the Shareholder's name and the name of the Contractor. Shareholder agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Corporation to take out and maintain such insurance for the Corporation's account, Shareholder's account and the account of the Contractor. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve Shareholder or the Contractor from any liability assumed under any provisions of this Agreement.

The Contractors insurance policy shall also contain in substance the following endorsement:

"This insurance shall not be invalidated should the Insured waive in writing prior to a loss any or all right of recovery against any party for the loss occurring to the property described herein."

Nothing in this paragraph shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

Shareholder agrees not to make any claim against or seek to recover from the Corporation, other Shareholders or the Corporation's or other Shareholders' employees, agents or guests for any damage to persons or property by the perils within the scope of the insurance policies required herein unless the loss is due to the carelessness or negligence of such named parties.

EXECUTION OF HOLD HARMLESS

The building's insurance carrier now demands that all contractors working at 32 Gramercy Park South must execute along with the shareholder an indemnification document which is attached.



6. Prior to the commencement of any demolition work, the HVAC units in the apartment must be properly covered to the satisfaction of the building's Resident Manager.
7. In the delivery of working equipment and materials from the service entrance to the building through the service hallways, service elevators and the public hallway in which the apartment is located, the owner is responsible to ensure that no damage is done to any portions of the building. Doors, doorways, hallways and the like will be protected as necessary by you and will be inspected periodically. The full cost of necessary repairs will be the responsibility of the Tenant-Owner or his contractor.
8. **ALL WORK IS TO BE PERFORMED BETWEEN THE HOURS OF 9:00 a.m. — 4:30 p.m. MONDAY THROUGH FRIDAY. NO WORK MAY BE PERFORMED ON SATURDAY, SUNDAY OR HOLIDAYS. No worker will enter the building prior to 8:30 am.**
9. Any high noise activity, such as demolition, must not commence before 10:00 am.
10. You must provide the building's Resident Manager or the person whom he designates a list of the workpeople you expect to be admitted to the building by name and by type of work they are to perform.
11. At no time during the approved construction period will a radio, television or other noise-producing device be used in the apartment, which might cause disturbance to others.
12. **You are to remove all rubbish each day in the manner directed by the building's Resident Manager or building staff.** Rubbish removal must conform to City regulations. Contractor must clean the sidewalk and any other areas affected immediately after pickups.

The Building Management reserves the right to make inspections of work in progress to be certain these guidelines are followed.

FINES:

Failure to clean any of these areas to the Resident Manager's/building staff's satisfaction will result in a \$50.00 fine per offense being levied against the Shareholder's security deposit. Hallways will be checked daily between 4:30 — 5:00 pm to ensure that cleaning has been performed properly. Shareholder will be advised of the contractor's failure to clean.