



TO: Shareholders of 201 West 16 Owners Corp.

FROM: 201 Board of Directors

RE: Alterations and Renovations at 201 West 16th Street

As stated in the Proprietary Lease, shareholders at 201 West 16th Street are required to obtain written permission from the Board of Directors through its managing agent, currently FirstService Residential, Inc., prior to commencing apartment alterations or renovations that require paid-for help.

Alterations requiring managing agent approval are to be classified as either Minor Alterations or Major Alterations. Insurance requirements are identical for both types of alterations (see 3) under “Major Alterations,” below). The following policies will govern all such alterations made at 201 West 16th Street:

MINOR ALTERATIONS: Minor Alterations are interior renovation projects for which:

- 1) Outside contractor help is required and paid for;
- 2) Work can be completed by the shareholder’s contractor(s) in less than seven (7) business days.

(Examples of Minor Alterations are the painting of apartment interiors, floor sanding, and/or installation of wall-to-wall carpeting.)

NO ADMINISTRATIVE FEE WILL BE CHARGED FOR MINOR ALTERATIONS.

Applicants are nonetheless responsible for obtaining managing agent approval for planned Minor Alterations and for notifying the building superintendent of the start and end dates for all approved Minor Alterations so that work can be completed in an orderly manner. The superintendent will ensure that the requisite insurance has been obtained and that the Minor Alteration does not conflict with other building priorities and concerns.

MAJOR ALTERATIONS: All other alteration plans that are not classified as “Minor Alterations” are classified as “Major Alterations.” Major Alterations include, but are not limited to, kitchen and bathroom renovation projects, and all projects which involve any demolition, movement, or the altering of walls, floors, ceilings or the building’s electrical or plumbing systems.

Shareholders planning Major Alterations must submit a “Request for Alteration Approval” form, including a written scope of work to the Managing Agent. The Managing Agent’s non-refundable processing fee is \$250 made out to FirstService Residential. The building’s non-refundable application fee is \$500 made out to 201 West 16 Owners Corp. If any items, such as walls, plumbing, wiring, etc. are to be moved or changed, a licensed architect or engineer’s construction drawing of the existing condition and the proposed alteration must be included.

FirstService Residential New York, Inc.
575 Fifth Ave. | 9th Floor | New York, NY 10017
Tel 212.634.8900 | Fax 212.634.3946
www.fsresidential.com/new-york

The building's architect will review the Major Alteration proposal. Any issues needing clarification will be reviewed with the shareholder. The shareholder shall bear the cost of such a review. After the building's architect approves the proposed scope of work, he/she will submit it to the Board of Directors for approval.

Upon receiving the Board of Directors' approval for the Major Alteration, and prior to the start of any work:

The shareholder must submit to the Managing Agent the following:

- 1) A signed Alteration Agreement;
- 2) The names, addresses, telephone numbers and license numbers of all contractors;
- 3) A Certificate of Insurance in the amount of one million dollars (\$1,000,000.00) from the contractor, showing the certificate holder and additional insured as:
201 West 16 Owners Corp. and
FirstService Residential
575 Fifth Avenue, 9th floor
New York, NY 10017
- 4) A copy of the complete submission package(s) and permit(s) from applicable city agencies;
- 5) An initialed set of 201 West 16 Owners Corp. "Construction Rules and Regulations," with a proposed schedule of work. *The Corporation reserves the right to limit the number of construction projects at any one time.*

In order to defray the Corporation's cost of scheduling, hoisting, coordinating and clean-up, a charge of \$500.00 for the first 4 weeks, then \$125 per week until the 21st week, then \$250 per week until completion will be billed to the shareholder on the monthly maintenance bill for a Major Alteration. A refundable security deposit of \$5,000, made payable to 201 West 16 Owners Corp., will be held until completion of the Major Alteration work.

When all of the above procedures have been followed, work may proceed according to the "House Rules Concerning All Construction Activity" and the Alteration Agreement.



201 WEST 16 OWNERS CORP.
201 West 16th Street

REQUEST FOR ALTERATION APPROVAL

Name of Shareholder(s): _____

Apartment # _____

Daytime Phone # _____

Evening Phone # _____

Proposed Scope of Work: (Please attach any additional sheets as necessary. If any items, such as walls, plumbing, wiring, etc., are to be changed, please include a licensed architect or engineer's construction drawing of the existing condition and the proposed alteration.)

Proposed start date: _____

Expected completion: _____

Signed: _____

Date: _____

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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 and all New York City regulations.

The Corporation's architect or engineer shall make reasonable efforts to observe the Work within seventy-two (72) hours after receiving Shareholder's request for an observation visit.

3. Pre-Conditions to Commencement of Work by Shareholder. Shareholder agrees, before the Work is begun:

- a. **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;
- b. **Secure and Submit Proof of Needed Governmental Approvals.** If required by laws, orders or governmental regulations, to file plans, forms or applications (including without limitation any asbestos/lead-related forms filed in support of any applications) with, and procure the approval 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, 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 permit/approval shall be conclusive;
- c. **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. The determination of the Corporation's architect or engineer as to the need for an amended Certificate of Occupancy shall be conclusive.
- d. **Obtain Required Insurance.** To procure from Shareholder's contractor or contractors the insurance certificates described herein, which certificates shall name the Corporation the Corporation's architect or engineer and the Managing Agent as parties insured. Such policies shall provide that they may not be terminated until at least thirty (30) 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.

4. Shareholder to Give Notice to Actual Commencement of Work. Prior to commencing the Work, Shareholder shall give at least five (5) days' written notice to the architect/engineer and to the superintendent of the Building and to the Managing Agent of the date the Work shall commence and the estimated duration of the Work. Corporation reserves the right to limit the number of construction projects ongoing in the building at any one time.

5. **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 or subcontractors(s), as the case may be. However, the existence of such insurance shall not relieve Shareholder of liability. 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. Claims not settled promptly will result in the amount of damages being added to the Shareholder's maintenance account.

6. **Indemnification by Shareholder.** Shareholder hereby indemnifies and holds harmless the Corporation, 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, 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.

7. **Work Done at Shareholder's Expense.** Shareholder accepts sole responsibility for the Work and for all costs in connection with the Work.

8. **Shareholder to Pay for Corporation Professional Fees.** If the Corporation obtains legal, engineering or architectural advice either prior or subsequent to granting permission, Shareholder agrees to reimburse the Corporation, on demand, for any reasonable fees incurred, and if permission 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, or as appropriate.

9. **Shareholder's Contractor to Cooperate with Building Labor.** All of 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 Work or otherwise cause disharmony with any Building service union.

10. **Shareholder's Responsibility for Consequences of Work.** Shareholder assumes all risks of damage to the Building and its mechanical and electrical systems, and to persons and property in the Building which may result from or be attributable to the work being performed hereunder. Shareholder assumes all responsibility for the maintenance and repair of any alterations and installations in the Apartment after completion. 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, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, Shareholder shall promptly remove the cause of the problem.

11. **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 to facilitate the functioning of any heating apparatus Shareholder may be installing.

12. **Deadline for Shareholder's Work.** 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 wallpaper) shall be completed by the Completion Date.

13. **Work Hours, Use of Service Elevator, and Noise.** All Work is to be performed between the hours of 9:00am and 4:00pm, Monday through Friday. The Work shall not be performed on weekends (Saturdays, Sundays) nor holidays. The Service Elevator will only be available from 9:00am to 4:00 pm. The request for using the Service Elevator must be coordinated with the Superintendent at least 24 hours prior to its planned use. Activities which produce noise or which are disturbing to Building occupants may not be done before 9:00am. The Corporation shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

14. **Construction Rules & Regulations.** All work shall comply with the 201 West 16th Street Construction Rules and Regulations, which are attached.

15. **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 or repairing the same if soiled or otherwise damaged),
- d. 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 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 three (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.

If Shareholder shall comply with all the terms and conditions of this Agreement, the security deposit or remaining balance thereof, if any, shall be returned to Shareholder.

16. **Certain Precautions To Be Taken By Shareholder.** Shareholder will take or cause their contractors to take all precautions necessary to prevent injury to the 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.

17. **Prohibited Construction Methods.** Shareholder will not interfere or permit interference with the Building's intercom system, gas, electric or any other service.

18. **Valves to Remain Accessible.** Shareholder agrees that all water, steam, and gas valves will remain reasonably accessible.

19. **Exterior Walls to Remain Intact.** Shareholder agrees that exterior masonry walls shall not be penetrated, without specific approval.

20. **Use of Public and Common Areas During Work.** Shareholder will not allow the sidewalks, courtyards and other public areas to be used for the storage of building materials or debris and agrees that the floor of the halls to be used in connection with the Work will be covered with construction paper during the Work. If the Work mars or damages the 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 to do so and Shareholder shall promptly pay all bills costs for such repairs.

21. **Shareholder to Maintain Safety Precautions.** Shareholder agrees that functioning fire extinguishers and smoke alarms will be maintained in the Apartment during the Work. Shareholder understands and agrees that window guards must be installed as required by law if a child or children ten (10) years old or under resides in the Apartment.

22. **Fire Exits to Remain Accessible.** Shareholder agrees that the Work shall not block access to any fire exits in the Building.

23. **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 the 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. Shareholder recognizes that only the service 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. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.

24. **Shareholder to Reopen Enclosed Areas.** If any portion of the Work should be enclosed contrary to the provisions of this Agreement, if requested 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.

25. **Shareholder to Deliver Certificates.** Promptly after the completion of the Work, Shareholder shall deliver to the Corporation: (a) an amended Certificate of Occupancy (if required), and (b) a certificate of the Board of Fire Underwriters (if required), if either be required, (b) plumbing signoffs, (c) other 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 (d) a statement from the architect or engineer who signed Shareholder's original plans that the Work has been executed in conformance with those plans.

26. **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 any liability, multi-peril casualty or other insurance policies carried by the Corporation.

27. **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 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 i) shall 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) shall 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 or the Managing Agent of the Building, for advising a potential Purchaser of the obligations of the owner of the Apartment under this Agreement.

28. **Circuit Breaker Panel Upgrade.** In any major alteration of an apartment the shareholder will be required to replace the existing "plug fuse" type fuse box with an up-to-date NYC Electric Code compliant circuit breaker panel, installed by a NYC licensed electrician. When this replacement is required the Cooperative Corporation will contribute \$500 toward the cost of implementation of this change.

29. **Shareholder to have Apartment Submeter Inspected.** Shareholder must have the apartment's electrical submeter inspected by the building's submetering company once work is complete and prior to the return of the security deposit. This is to ensure that the electrical submeter has not been tapered with, damaged or altered in any way during the construction. The cost of the inspection will be charged back to the shareholder.

30. **Liability of Shareholder and Shareholder's Successor-in-Interest.** Shareholder further 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 apartments in the Building, if such leakage or damage results from alterations made or equipment installed as part of the Work.

31. **Asbestos/Lead.** Shareholder shall comply with all federal state and local laws, rules and regulations pertaining to asbestos and lead control, 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 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 abatement-work construction in and around such materials.

32. **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 efficacy of the Work.

33. **Miscellaneous.** This Agreement may not be changed orally. This Agreement shall be binding on 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.

34. **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 LEASE, PURSUANT TO WHICH THE CORPORATION'S CONSENT HAS BEEN GRANTED, AND, IN ADDITION TO ALL OTHER RIGHTS, THE CORPORATION MAY ALSO 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.

35. In order to defray the cost to the Corporation for elevator service, coordination, cleaning and supervision of construction projects, the following fees shall apply:

Minor Alterations (paint, carpet, floor sanding) – No charge.

Major Projects (all alteration plans not classified as "Minor Alterations") - \$500.00 for the first 4 weeks, then \$125 per week for the next 21 weeks, then \$250 for each week thereafter for the duration of the construction, which includes the punchlist period.

36. By executing this Alteration Agreement the Corporation is granting permission to the Shareholder to perform the Work pursuant to the Plans and specifications, as amended. This permission can be revoked at any time on written notice to the Shareholder as a result of Shareholder's or its agent's violation of the terms of this Agreement.

Very truly yours,

Shareholder

Shareholder

201 West 16th Owners Corporation

By: _____

201 West 16 Owners Corp.

201 West 16th Street Construction Rules & Regulations

- All water shut offs must be coordinated with the superintendent at least 48 hours in advance.
- All work to be performed 9:00am – 4:00pm Monday – Friday. No noisy work before 9:00am. No weekend work.
- No construction materials may be delivered on Saturday. No debris removal may be performed on Saturday.
- All supplies materials and equipment deliveries must use the service entrance.
- All construction personnel must use the service entrance, never the lobby.
- Construction personnel are restricted to the floor they are working on only, and the basement. Construction personnel found elsewhere in the building will be permanently ejected from the building.
- Corridors must be damp mopped at the end of each day by the construction personnel (if this is not done, the building may do it and charge the shareholder).
- The walls and all tenant entrances are to be damp wiped down once a week during the construction period.
- No new plumbing fixtures or appliances may be attached to existing (1929) roughing. The addition or change of any existing plumbing fixture requires the replacement of the branch plumbing lines (hot & cold & waste) back to the plumbing riser.
- In any major alteration of an apartment the shareholder will be required to replace the existing "plug fuse" type fuse box with an up-to-date NYC Electric Code compliant circuit breaker panel, installed by a NYC licensed electrician. When this replacement is required the Cooperative Corporation will contribute \$500 toward the cost of implementation of this change.
- In the case of abandonment of plumbing fixtures; the branch plumbing lines (hot & cold) may not simply be capped inside the wall. They must be capped at the plumbing riser.
- All building permits must be posted.
- The building superintendent must be furnished copies of NYC licenses of all trades performing work.

- Corporation reserves the right to limit the number of construction projects ongoing in the building at any one time.
- Shareholder is responsible for alerting neighbors, next door, above and below of the work schedule and for the appropriate gestures to minimize neighbors disruption and promote cooperative living.
- A certificate of insurance must be provided naming as the Certificate Holder:

201 West 16 Owners Corp.
c/o FirstService Residential
575 Fifth Avenue, 9th Floor,
New York, NY 10017

And as Additional Insureds:
201 West 16 Owners Corp. and
FirstService Residential

- The use of 5 to 30 or similar cubic yard disposal bins stationed curbside is prohibited. Construction debris and rubbish must be removed from the building via the service entrance and removed from curbside the same day. No parking of removal apparatus at the curb after 6:00pm.

REPRESENTATION AND INDEMNITY AGREEMENT

The undersigned, _____ ("Owner"), owner of apartment _____ ("Unit") at _____, NY, and _____, representing Owner as an architect, engineer, or designer (Consultant"), in order to induce FirstService Residential, as agent ("Agent") for _____ ("Coop") to sign form PW3 (the "Form") in connection with planned alterations to the Unit, hereby agree as follows:

1. Owner and Consultant represent to Agent and Coop that all information presented in the Form, including, without limitation, the Lease Holder's Statements in Paragraph 7, are true and correct to the best of their knowledge.

2. Owner and Consultant agree that they will notify Agent immediately if they become aware that any information in the Form has changed in any material respect and in a manner which requires amendment of the Form.

3. Owner and Consultant agree that the representations, covenants, and indemnities contained in this Agreement shall apply to the Form, any amendments of the Form, and any other instruments which Agent or the Coop shall sign in connection with the planned alterations to the Unit.

4. Owner and Consultant, jointly and severally, agree to indemnify Agent and Coop, and their respective officers, directors, managing directors, employees, and shareholders, and hold them harmless, from and against any damages, costs or liabilities, including, without limitation fines and penalties, arising out of, or in connection with, the planned alterations to the Unit, the execution of the Form by Agent, and the statements contained therein. Owner and Consultant shall reimburse Agent and Coop promptly, on demand, for any expenses incurred by Agent or Coop in connection with the planned alterations and execution of the Form, including, without limitation, attorney' fees and disbursements.

This Agreement may be signed in counterparts.

Name: Owner

Name: Consultant

Date