

GUIDELINES FOR RENOVATIONS
for
255 CABRINI CONDOMINIUM.

Purpose:

These guidelines have been adopted to insure that all renovations in ALL units shall meet the following criteria:

1. Construction shall be done in accordance with all Federal, State & City regulations & codes;
2. If the scope of the work warrants, permits shall be obtained from the New York City Dept. of Buildings or other applicable governmental entity, as required, and shall be posted outside the apartment for the full term of construction;
3. The Dept. of Buildings shall sign off on any major plumbing or electrical work after completion;
4. The renovation shall not alter the character of the premises in any way deemed undesirable to the The Board;
5. The superintendent and staff work for the Condominium and are not authorized to vary the terms of either these guidelines or any agreement entered into between the Condominium and any unit owner.
6. For the joining of two (2) units, the Condominium will entertain any request to join same if the units are side by side, but will not grant any request to join units on different floors. At such time as the owner may sell said unit, the unit (and any walls taken down) must be returned to its original state. All costs incurred shall be at the owner's sole expense, including costs involved in amending the certificate of occupancy for the building, if necessary.

RENOVATION RULES & REGULATIONS

1. Plans, drawings, specifications or other descriptions shall be submitted to the Condominium's Managing Agent so that the proposed work may be reviewed for compliance with these guidelines and rules. If deemed necessary by the Condominium, the Owner shall pay for the review of such plans by the The Condo architect or engineer.
2. Construction may not begin until the Managing Agent is in receipt of proof of the contractor's satisfactory Workmens' Compensation and

- Liability Insurance coverage. Liability Insurance must be evidenced with at least \$1,000,000 per occurrence naming 255 Cabrini Condominium, the Managing Agent, the Condominium's officers and directors as additional insureds;
3. The Board, or it's a committee designated by the Board, shall make a determination as to whether the proposed renovation or alteration shall be agreed to by Condominium. The Board's approval to allow the Unit Owner to proceed shall not relieve the Unit Owner/applicant of the necessity to obtain any approvals, permits, and/or licenses required by law;
 4. After plan approval by the Board and during construction, the Board and or it's representative shall be allowed to can inspect the jobsite to determine whether any work being performed is in accord with the work originally proposed before the Board.
 5. The Unit Owner seeking to do alteration or renovation work shall notify, in writing, the owners of units adjacent and above & below that the alterations will be performed, the expected duration of the work, and that the Owner will indemnify them for any damage caused by said work whatsoever., Said notifications must be provided to said affected owners at least 48 hours prior to the commencement of any work. Copies of each letter shall be delivered to the Managing Agent before any work may begin;
 6. In addition, the Unit Owner applicant shall agree in writing (see last page) to indemnify and hold harmless The Condominium, its officers, directors, owners, consultants, employees and representatives and its Managing Agent from any personal injury, liability or damage to any personal property or to any part of the building structure, its utilities, equipment or furnishings which may arise out of the work being done;
 7. This agreement may not be modified except by signed agreement between the Condominium and the Owner.
 8. Work shall be conducted in the following manner:
 - a. All work shall be conducted within the individually demised premises from 9:00 AM to no later than 5:00PM Monday to Friday. No work may be performed on Saturdays, Sundays, Holidays, Thanksgiving Friday and during the days between and including Christmas Eve Day and New Years Day;
 - b. No materials or tools may be stored in the basement without the express written consent of The Board. If permission is granted, the The Condo shall not assume responsibility for any such

materials or tools stored in such approved space. Any loss or liability shall be incurred and assumed by the owner;

- c. Any contractors or sub-contractors working on behalf of the Unit Owner will take all precautions to prevent dirt and dust from permeating other parts of the building during the full duration of the work. All contractors will cover the hallway on the floor (story) of the Condominium with masonite to protect the tiles. Materials, rubble and rubbish will be placed in barrels, bags or mini-carts before being taken out of the unit at your expense. At no time may any debris be “stored” in any common area of the Condominium. If the Unit Owner fails to comply with the above, the Condominium will do so at the expense of the Owner, and/or revoke permission for the work to continue. Smaller projects will only require heavy brown paper taped down in the halls.
- d. Building security being a top priority, when applying for approval, the owner shall submit the names, phone/cell and status of anybody who will be entering the premises on behalf of the owner, to direct, supervise or engage in any work.
- e. The use of hoists and hoisting equipment is not permitted without the express written approval of The Board. Such application for permission shall be granted only to a licensed, bonded and insured contractor who evidences same;
- f. Hallway doors and apartment windows may not be removed or replaced without the express written consent of The Board;
- g. Owner shall have a designated responsible representative present on premise at all times during construction and shall so advise The Board and agent who is so designated with phone/cell numbers;
- h. The owner(s) must sign, complete and submit the attached form “Alteration Agreement” before any work may commence;
- i. All plumbers and electricians must be licensed in New York City and show evidence of same. Feel free to use (at your cost) the building’s plumber.
- j. The Owner will bear the entire cost of alterations and installations, guarantee completion of the work and pay all bills incurred in connection herewith. If mechanics’ liens are filed for work claimed, to have been done, the Owner will cause such liens to be discharged within ten (10) days after such filing. If

- the Owner fails to do so, the The Board will exercise any and all of its rights and remedies against said owner pursuant to law.
- k. A damage/performance deposit or bond is required to cover possible damage to the building, its facilities and utilities, or for any incomplete work in an amount to be determined by the Condominium, but not less than \$500.00 minimum. This amount will vary according to the extent of the renovation. This check or bond will be deposited and repayment will occur only after The Board determines that no damage has occurred.

**EXCLUSIONS: WORK NOT COVERED BY THESE GUIDELINES
AND/OR WHERE WRITTEN PERMISSION WILL NOT BE
REQUIRED:**

1. General repairs and maintenance;
2. Installation of electric fixtures and other electric devices which require no additional wiring or venting and do not exceed the present electric capacity of each unit;
3. Installation or construction of furniture, shelving or the like;
4. Window treatments such as blinds, draperies or shutters. Reglazing windows with colored glass is not permitted;
5. For painting, wall-covering, paneling of existing walls, carpeting and floor refinishing: The owner must submit the contractor's insurance and evidence of New York City license to the Managing Agent and to inform their neighbors of any work that may be accompanied by noise and/or odors.

Notwithstanding any of the above, owner is responsible for any damages to any apartment, common area, utility or facility that may be damaged as a result of any of the above five (5) items.

255 Cabrini Condominium
Alteration Agreement

I/We hereby agree to abide by all the terms and conditions set forth in the attached Guideline for Renovations adopted by The Board of Directors of 255 Cabrini Condominium. at the premises, which I/we occupy at 255 Cabrini Blvd, NYC, NY 10040

I/We agree to indemnify and hold harmless the The Condo, as well as its Officers, Directors, Owner and Managing Agent from any claims, liabilities or costs which may arise or be incurred as a result of any matter arising out of the proposed alteration, including but not limited to any legal fee and costs.

I/We understand and agree to replace anything, including but not limited to branch water lines in the walls, pipe fittings and valves, when exposed during a bathroom or kitchen renovation. Should I/we decide to retile the bathroom, I/we expressly agree to replace the shower-body and to install check valves on the feed lines of same and to replace all branch water lines to the shower-body, sink, toilet and risers. If any toilets or faucets are to be replaced, I/we agree to replace same with water saving toilets or faucets. I/We will call the Managing Agent to have the house plumber check all exposed building plumbing & waste lines before closing the floor and/or walls. I/We understand and agree to wait up to two (2) days for said inspection. all, costs of same shall be at the owner's sole expense.

The designated responsible representative who will be present at all times during construction (see item # 7.g) shall be:

I/We understand that this agreement and Condo rules may not be altered, modified, etc. except by a written agreement between the Owner and Condo, ratified by The Board.

(Signature Owner # 1) _____ (Apt. #) _____ (Date)

(Signature Owner # 2) _____ (Apt. #) _____ (Date)

Accepted for 255 Cabrini Condo.:

By: _____ (Name and Title) _____ (Date)