

## ALTERATION AGREEMENT

Date: \_\_\_\_\_

Board of Managers  
Hudson View East Condominium  
250 South End Avenue  
New York, NY 10280

Re: Hudson View East Condominium  
Unit Number(s)\_\_\_\_ (the "Unit")  
250 South End Avenue  
New York, New York (the "Building")

To The Board:

Pursuant to paragraph 5.2 of the Condominium By-Laws between Hudson View East Condominium (the "Condominium") and the undersigned (herein referred to as "Owner") hereby requests from you (herein referred to as the "Board") permission to make alterations described in the accompanying plans and specifications (herein collectively referred to as the "Work") in the Unit, and agrees to the following terms and conditions:

1. **Owner's Submissions.** Owner herewith delivers to the Board:
  - (a) detailed plans, specifications and drawings of the Work, including a room-by-room list of all alterations to be undertaken, and if required by the Board, detailed plans and specifications prepared by a licensed architect or engineer (enumerated on Exhibit "A" hereto.)
  - (b) all insurance policies or certificates along with proof of payment of premiums contemplated in paragraph 4(d) of this Agreement.
  
2. **Board's Review of Work as Proposed.** Owner acknowledges that the Board may designate an architect and/or engineer, who shall, at Owner's expense, (a) from time to time observe the Work to ensure that the Work conforms to the

approved plans and specifications and is otherwise in conformity with the requirements of this Agreement and (b) review plans and specifications for the Work in regard to how the Work may affect the common areas of the Building and the use, security, safety and enjoyment by other Unit owners of the Building.

Owner shall provide access to the Unit, from time to time, to permit the Board's architect, engineer, the Managing Agent, the superintendent of the Building, or any other person the Board may authorize, to observe and inspect the Work. Owner agrees to make all corrections specified by the Board 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 Board.

Visits by the Board's architect and/or engineer must be scheduled by Owner on not less than three (3) business days notice prior to any of the following events:

- (a) any demolition;
- (b) inspections, testing or approvals as required by any public authority having jurisdiction over any portion of the Work; and
- (c) the enclosure or obstruction of any concealed or inaccessible portions of the Work

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

3. **No Changes in Scope of Work.** Owner agrees that no amendments to the approved plans and specifications or any changes of any kind in the scope of the proposed Work shall be made without the written approval of an office of the Board, the Board's architect and/or engineer, or a representative of the Managing Agent.

4. **Pre-Conditions to Commencement of Work by Owner.** Owner agrees, before the Work is begun:

- (a) **Submission of Contracts.** Upon the request of the Board or its architect and/or engineer, to provide the Board 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, 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 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 Board a copy of every permit or certificate issued. The determination of the Board's architect and/or engineer as to the need for any such 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, Owner shall (i) indicate on the plans and specifications submitted to the Board 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 Board's written approval of such plans and specifications. A copy of any such application shall be simultaneously submitted to the Board. If required under applicable law, Owner will file an application for an amended Certificate of Occupancy within thirty (30) days after completion of the Work. Owner shall diligently pursue obtaining any such amended Certificate of Occupancy and shall keep the Board informed of the status thereof on a regular basis. No appointments for final Building Department inspection to "sign-off" on the Work shall be made prior to the Board or the Board's representatives conducting an inspection to confirm compliance with the approved plans and specifications, and the Board shall have a reasonable time to make such inspection. The determination of the Board's architect and/or engineer as to the need for an amended Certificate of Occupancy shall be conclusive.
- (d) **Obtain Required Insurance.** To procure from Owner's contractor or sub-contractors:
- (i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000 per person, \$1,000,000 per occurrence, which policies shall name the Managing Agent as the certificate holder and the Condominium, the Board of Managers, the Managing Agent, and Owner as additional parties insured. Such policies shall provide that they may not be terminated until at least thirty (30) days after the written notice to the Board and the Managing Agent.
  - (ii) Worker's compensation and employer liability insurance policies covering all employees of Owner's contractor, contractors or subcontractors. Completed operations coverage

and workmen's compensation covering all employers or persons shall be maintained at all times as long as Owner's contractors or subcontractors are engaged in the performance of their work and completed operations coverage will be maintained for one year after the completion of the work.

- (iii) If the Work involves the removal and transportation of hazardous material as defined under applicable law, Owner's contractors shall obtain hazardous material transportation liability insurance policies and arrange for the Board to be named as an additional insured on the policy of the contractors' waste transporter. Such policy shall be in the amount of \$1,000,000 for bodily injury and \$1,000,000 for property damage.

All such policies or certificates evidencing the issuance of the same shall be delivered to the Board before the Work commences.

5. **Owner to Give Notice of Actual Commencement of Work.** Prior to commencing the Work, Owner shall give at least ten (10) days written notice to the engineer and the superintendent of the Building and to the Managing Agent and to the owners or residents in the units that are adjacent to, above and below the Owner's unit (the "Adjacent Premises") of the date the Work shall commence and the estimated duration of the Work.

Owner will notify in writing the owners of units adjacent to, above and below Owner that alterations will be performed, their duration and that owner will indemnify them for any damage whatsoever, provided that owners of said units will permit owner's designated representatives to inspect the premises prior to the commencement of work. Copies of each letter will be delivered to the Managing Agent before any work commences.

6. **Indemnification by Owner's Contractors.** Owner shall, before commencing any Work, obtain from each of Owner's contractor(s) a written indemnification agreement, wherein such contractors agree to defend, indemnify and hold harmless the Board and the Board's agents, partners, servants, employees, lessees, guests, licensees, invitees and all other occupants of the Building, against any and all liability, including reasonable legal costs and expenses, on account of loss of life or injury to any person or damage to property, happening in or arising out of or in any way relating to the performance of the Work unless such injury or loss of life or loss or damage of property is caused solely by the affirmative negligence of the party indemnified herein.

7. **Indemnification by Owner.** Owner hereby indemnifies and holds harmless the Board, the Board's architect and/or engineer, the Managing Agent, and other owners 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, and Owner shall reimburse the Board, the Board's architect and/or engineer, Managing Agent, and other owners 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.

Owner releases the Board and Managing Agent from any and all liability for loss or damage to any of the Board's property which may result from or be in any way connected with the Owner's work, and the Owner hereby waives any claim which Owner may now or hereafter have against the Board or Managing Agent based upon interruption or the suspension of the alteration by the Board regardless of the reason for such interruption or suspension.

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

Owner understands that all fees, penalties and expenses incurred by the Condominium required pursuant to this agreement shall be considered as additional common charges pursuant to the terms of Condominium's By-Laws.

**9. Owner's Responsibility for Damage.** The resident of any other unit in the Building which has been damaged by the Work (a "Resident"), or the Board, in case of damage to any common element, shall have the right to have such damaged unit or common element restored to its prior condition at Owner's sole cost and expense. Owner shall have the opportunity to make such repairs, provided that such repairs shall restore the damaged unit and/or common element or installation to its prior condition, and Owner shall promptly arrange for such repair.

In the event repairs fail to restore the damaged unit and/or area to installation to its prior condition, or Owner fails to promptly repair the damage, then the Owner of the damaged unit or the Board, as the case may be, may then have the right to repair any damage, at the Owner's sole cost and expense.

In the event that there is a dispute as to the reasonableness of the cost of the proposed repairs, the determination of such amount may be made by the Board. If the Board elects to make such determination, Owner will pay to such Resident or to the Board, as the case may be, all bills for such repairs which such Resident or the Board submits to the Owner, such payment to be made within fourteen (14) days after such Resident or the Board submits the same to Owner. If Owner fails to pay the amount of any bill to such Resident or to the Board, as the case may be, within fourteen (14) days after its submission to Owner, Owner will pay interest at the prime rate of Citibank, N.A. or any successor thereto, as announced from time to time by said bank, from the date of the submission of the bill to Owner to the date it is paid. In the event of Owner's failure to pay such a bill, the Board may in its discretion pay the amount thereof to the Resident, with interest, and Owner will reimburse the Board upon demand, for all amounts so paid by the Board, with interest, and such amounts shall be deemed part of Owner's common charges to the Condominium. The Board shall have the same rights in respect to the same as it has in respect to the failure to pay common charges under the By-Laws.

**10. Owner to Pay for Board's Professional Fees.** If the Board obtains legal, engineering or architectural advice either prior or subsequent to granting

permission, Owner agrees to reimburse the Board, on demand, for any reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of the Work. Owner understands and agrees that all costs of labor, equipment and materials incurred by the Board, in excess of the normal charges for day-to-day operations, to perform maintenance and supervision, elevator service or rubbish removal in connection with the Work, shall be charged to the Owner. Any such charges shall be billed monthly. To the extent such charges are not paid for by the Board in the ordinary course of day-to-day operations, all owners undertaking renovations will be charged their proportionate share of any charges for the service elevator operator necessitated by such renovations.

11. **Quality of Owner's Work.** The alterations and materials used shall be of the quality and style in keeping with the general character of the Building.

12. **Deadline for Owner's Work and Consequences of Failing to Meet It.** Owner shall use its best efforts to ensure that the proposed Work is completed expeditiously, but in any event all Work (except solely decorative project such as installation of carpeting, painting and wall papering) shall be completed within one hundred twenty (120) calendar days from the date of commencement of the Work, or such other period as the Board, in writing, shall designate (the "Completion Date").

Upon Owner's written request (which request shall be submitted to the Board at least thirty (30) 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 Board's written approval, which approval shall not be unreasonably withheld or delayed. Owner shall, before any continuation period begins, provide the Board with the written reaffirmation of Owner and Owner's contractors of their continued agreement with all terms and Conditions of this Agreement.

If the Work shall not have been completed within one hundred eighty (180) calendar days after the commencement of the Work (the "Liquidated Damages Date"), the Board shall be entitled to bill as common charges the following amounts as liquidated damages and not as a penalty to compensate the Board and Unit Owners for the costs and inconvenience of the continuation of the Work:

- (a) \$100 per day for each additional calendar day the Work remains uncompleted up to and including sixty (60) such days beyond the Liquidated Damages Date; and
- (b) beyond sixty (60) days, \$200 per day for each additional calendar day the Work remains uncompleted.

Owner agrees to pay all amounts due under this paragraph to the Board in weekly installments, and Owner agrees that any consent granted by the Board under this paragraph 12 may be revoked by the Board immediately if Owner fails to comply with the payment requirements of this paragraph or any other requirements of this Agreement.

All time limitations set forth in this paragraph 12 shall be extended for delays caused by (a) failure of the Condominium's architect and/or engineer, Managing

Agent and the Building staff to inspect the Work within the time periods set forth in this Agreement or resulting from the Board'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, unusual weather conditions or strikes not attributable to the Owner's or Owner's contractors, of other agents, bad faith, but in no event shall such permitted extensions exceed sixty (60) days.

13. **Work Hours.** The Work shall not be performed, except between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. The Work shall not be performed on Saturdays, Sundays and holidays. Activities which produce noise or which are disturbing to Building occupants may not be done before 10:00 a.m. The Board shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

14. **Prohibited Construction Methods.** The use of jackhammers is prohibited. The use of power tools, such as nail guns, electric hammers or portable electric saws which may disturb other occupants of the Building will not be permitted without written permission from the Board or the Managing Agent, which permission shall not be unreasonably withheld or delayed. Owner will not interfere or permit interference with the Building's intercom system, gas, electric or any other services.

If there is any interruption in the normal day-to-day operations of the building or if the House Rules are violated, the Managing Agent or Superintendent has the right at its sole discretion to halt the Work until the contractors comply.

15. **New Plumbing to Remain Accessible.** Owner agrees that where new plumbing fixtures are installed, all new roughing and shut-off valves will be conveniently located and accessible.

16. **New Valves to Remain Accessible.** Owner agrees that all water, steam and gas valves will be reasonably accessible.

17. **Building Systems to Remain Intact.** Owner agrees that the Work will not alter or relocate the main plumbing, heating, and intercom lines.

18. **Changes in Electrical Service.** Owner agrees that no additional electrical service will be brought in without the Board's approval, which approval shall be at the Board's sole discretion. If such approval is granted, Owner shall pay such fees as Board shall determine. Owner further agrees to bear all professional fees associated with any review, correction or amendment to the proposed electrical plan done by an architect and/or consulting engineer of the Board's choice. Any electrical modifications or rewiring must be accompanied by a separate electrical riser and separate metering approved by the Board. Any part of the Work that requires a temporary shutdown of the water, gas, or electrical system affecting areas in the Building outside the Unit must be scheduled with the Board's superintendent after Board approval. A minimum of three (3) working days notice is to be given; shutdowns may not exceed three (3) hours in duration. No part of the Work that requires shutdown of the heating system will be permitted during the heating season, as determined by the Board.

19. **Use of Public and Common Areas During Work.** Owner 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 public corridors to be used in

connection with the Work will be covered with masonite during the Work. If the Work mars or damages the corridors, stairs or elevators, the Board may repair them at the Owner's expense upon the completion of the Work if the Owner shall fail to promptly do so and Owner shall promptly pay all reasonable bills for such repairs.

20. **Owner to Maintain Certain Safety Precautions.** Owner agrees that functioning fire extinguishers and smoke alarms will be maintained in the Unit during the Work. Owner 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 Unit.

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

22. **Owner to Control Refuse, Dirt, Dust, etc.** All precautions will be taken by Owner 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 Unit. 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 Unit at the Owner's expense. Owner 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. Owner 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. Owner acknowledges that the service elevator may be used only between the hours of 9 a.m. and 4 p.m. during the days permitted in paragraph 13 of this Agreement. If the convenience of other Unit Owners or residents requires that the service elevators be operated on an "overtime" basis, Owner shall reimburse the Board for any wages or related expenses incurred in connection therewith.

23. **Owner 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 and/or engineer, such portion shall be uncovered at Owner's expense for observation. Such enclosure shall be opened and replaced at Owner's expense.

24. **Owner to Deliver Certificates.** Promptly after the completion of the Work, Owner shall deliver to the Board: (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 Board may reasonably require to establish that that Work has been done in accordance with all applicable laws, ordinances and governmental regulations, and (c) a statement from the architect and/or engineer who signed Owner's original plans that the Work has been executed in conformance with those plans.

25. **Owner to Comply with Laws, etc.** Owner 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 Owner or for Owner's benefit.

26. **Owner to Correct Work Rejected by the Board.** Owner shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or

completed) rejected by the Board because of its failure to conform to the plans and specifications previously approved by the Board 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 Board. Owner shall bear all costs of correcting such rejected parts of the Work, including the compensation for additional services of any architect and/or engineer made necessary thereby.

27. **Owner to Identify All Fixtures and Appliances.** Owner agrees that all fixtures and appliances proposed to be installed in the Unit will be labeled on the plans, specifications and drawings submitted.

28. **Access of Owner's Workmen.** No workmen shall be permitted in the Building without the express authorization of the Board or the Board's authorized representative provided, however, that such authorization shall not be unreasonably withheld or delayed. Owner will require that the contractors and subcontractors are to provide a list of the names of their workers who will enter the building to the Managing Agent. Prior to entering the Building each day, Owner's workmen will be required to sign the daily log maintained by the Building's maintenance staff (providing that same shall be available) and, in connection therewith, to identify generally the nature of the tasks to be performed by them on that day. Unit keys are to be retained at all times by the Superintendent or assigned doorman and may not be taken outside the Building by any contractor or worker.

29. **Work is of Owner's Sole Design.** Owner recognizes that by granting consent of the Work, the Board does not express any opinion as to the design, feasibility or efficiency of the Work.

30. **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 interpreting this Agreement.

31. **Owner's Breach and Board's Remedies.** OWNERS FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE CONDOMINIUM BY-LAWS, PURSUANT TO WHICH THE BOARD'S CONSENT HAS BEEN GRANTED, AND, IN ADDITIONS TO ALL OTHER RIGHTS, THE BOARD MAY ALSO SUSPEND ALL WORK AND PREVENT WORKMEN FROM ENTERING OWNER'S UNIT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE BOARD MAY ALSO REVOKE PERMISSION FOR OWNER TO UNDERTAKE THE WORK. ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.

32. **Amendments to the Approved Plans.** No amendments to the approved plans and specifications or any changes of any kind in the scope of the proposed alterations shall be made without prior written approval. Owner's contractors or subcontractors shall not be permitted in the Building to commence work until Owner has complied with Paragraph 4 of this Agreement and the Condominium has received a fully executed copy of the Agreement.

33. **Increases in Insurance or Taxes.** Owner will be responsible for, and will pay for, (a) any increase insurance premiums levied against the Building because of an increase in risk attributable to Owner and by reason the Work herein approved, for so long as Unit Owner shall own the Unit; and (b) any increase in taxes levied against the Building because of an increase in fire assessed valuation directly attributable to an by reason of the Work heretofore described. These undertakings in this Paragraph shall run with the title of the Unit and shall be binding on all subsequent owners. As a condition for any transfer of said Unit, Owner shall produce an agreement from his successor in interest undertaking these responsibilities.

Very truly yours,

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

**Permission Granted:**

By: \_\_\_\_\_, Agent

Hudson View East Condominium