

**SHORT FORM ALTERATION AGREEMENT**

This Alteration Agreement will apply for seeking approval of minor Work, such as, but not limited to:

- Painting the Apartment
- Refinishing existing wood flooring
- Re-grouting tile work
- Refinishing existing bathtubs

\_\_\_\_\_  
 SHAREHOLDER NAME

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 CITY, ZIP

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

Wavecrest Management Team Ltd.  
 as agent for  
 Berkowners, Inc.  
 87-14 116th Street  
 Richmond Hill, NY 11418

Attention: Jay Yablonsky

Re: Apt. \_\_\_\_\_  
 Building \_\_\_\_\_

Dear Mr. Yablonsky:

Pursuant to my Proprietary Lease for the above referenced premises, I hereby request that Berkowners, Inc. (hereinafter the "Corporation") grant its approval for certain Work (referred to hereafter as the "Work") to be performed in the above referenced Apartment, in accordance as follows: (provide a detailed Scope of Work)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If the Corporation consents to the Work as described above, I agree that no amendments or any changes in the scope of the proposed Work shall be made without the Corporation's prior written approval. It is expressly understood and agreed that in granting consent, the Corporation does not express any opinion concerning the design, feasibility or efficiency of the Work or any materials or equipment used.

I understand that Shareholders are permitted to make alterations to their apartments only if all maintenance payments are current and paid in full. Should I fall behind in my maintenance payments I understand that the Corporation shall have the right to halt the Work.

1. Prior to commencement of any work, I will do the following:
  - (a) I will provide the Corporation with a list of all contractors and subcontractors who will be performing Work. This list shall include (i) 24 hour emergency telephone number(s) for all contractors to be employed, and (ii) license numbers, as applicable, for all contractors, it being understood that contractors must have all required licenses and approvals for their respective Work.
  - (b) I will provide the Corporation with a set of keys to the Apartment as well as a list of telephone numbers where I, members of my family, or our representatives, may be reached at all times as may be required.
  - (c) I will furnish to the Corporation the following insurance information:
    - (i) Insurance Certificate(s) from all contractors and subcontractors for comprehensive liability, bodily injury, workers compensation and property damage insurance of not less than \$1 million each, naming the Corporation, its officers and directors, agents and employees as named insureds.
    - (ii) Insurance Certificate(s) evidencing the fact that the Apartment is covered under a policy for comprehensive liability, personal injury, and property damage, naming the Corporation, its officers and directors, agents and employees as named insureds.
  - (d) I have received a fully executed copy of this agreement.
2. Work may only take place on weekdays and may not commence before 8:30 a.m. or continue after 5:00 p.m. No work will be performed on Saturdays, Sundays, holidays or other dates set forth on the current list dates on which no work may be performed, a copy of which is attached. The Corporation reserves the right to modify or amend the attached list in its sole discretion. If any work shall cause unusual noise which, in the sole discretion of the Corporation, shall be disturbing to other occupants, such Work may not commence until after 10 a.m.
3. I will grant, during the construction period, access to Building Management and Building's Superintendant at all times without any prior announcement.
4. The Corporation, in its sole discretion, shall have the right to halt Work for non-compliance with the terms of this agreement, or the plans for the proposed Work.
5. The schedule of proposed Work is as follows:
  - (a) Starting Date (which shall not be more than 30 days from the date of the Corporation's countersigning of this agreement ):\_\_\_\_\_.
  - (b) Completion Date (which shall not be more than 60 days from the Starting Date set forth in the preceding subparagraph)
6. I am obligated to require that my contractors will take all precautions to prevent dirt and dust from permeating other parts of the building and premises during the course of the Work. Hallways and elevators will be protected with masonite boards and protective matting. All materials, rubbish, debris, etc. will be placed in dumpsters, barrels or similar receptacles and removed by my contractors from the Apartment and building on a daily basis. All such rubbish

or debris may not be stored in or about the building for pick-up at a later time or date. All dumpsters, barrels or bags containing rubbish, rubble, discarded equipment, empty packing cartons or other materials shall be removed for pickup in the area designated for such purpose by the Corporation. If I fail to remove debris or rubbish, or if I cause dirt or dust and fail to clean it up, the Corporation shall have the right to do so at my cost and expense.

7. My contractor(s) will abide by the instructions of the Building Superintendent and Managing Agent. In the event it becomes necessary for any Corporation employee or agent to perform Work of any nature as a result of the Work (including any overtime work) I agree to reimburse the Corporation for any wages, or fees, or related expenses.
8. I understand that all fees, charges, penalties and expenses incurred by me or charged to me under this agreement shall be deemed "additional rent" and secured by a lien on the shares appurtenant to the Apartment.
9. I assume all risks of damage to the Building and its mechanical systems and to persons and property in the Building which may result from or be attributable to the Work. I also assume all responsibility for the maintenance and repair of any installations following completion of the Work. If the operation of the Building, its heating, air conditioning, electrical and plumbing systems or any of its equipment (to the extent applicable) is adversely affected by the Work, I shall, when so advised, promptly remove the cause of the problem or if there is any damage in any way whatsoever to the Building or the Corporation's property, machinery or equipment, I shall reimburse the Corporation for the cost of repair, restoration or replacement as may be required or applicable.
10. I assume all financial responsibility to replace any deteriorated or leaking piping exposed during the Alteration:

Kitchen and bathroom alterations – All branch piping and vents must be replaced back to the Building's risers at all new plumbing fixtures and appliances. Replacement of branch piping is to include providing new riser shutoff valves to be located in close proximity to the riser. A minimum of 3 elbow swings to allow for vertical expansion are required between the hot water riser T and shut-off valve. Provide dielectric unions with appropriate end connections for the pipe materials in which installed (screwed, soldered, or flanged) to isolate dissimilar metals. Provide isolation valves upstream of dielectric union. Check valves are to be provided on hot and cold water following the shutoff valves. All valves are to be made accessible for servicing. Branch piping is to be wrapped with durable, condensate controlling, insulating material and supported with non-reactive materials. A minimum clear distance of 2" is required between hot and cold water pipes and there must be no metal-to-metal contact between piping, conduits, BX, etc. water hammer arrester is to be provided at all sinks, lavatories and water closets.

Plumbing lines running in walls over dry areas below must be waterproofed by running the waterproofing membrane below the new wall construction and sealing all fasteners or other approved method. New stone saddles must be installed at all bathrooms.

If a modification to the gas branch line is proposed, note that this may only occur beyond the inlet valve. Modifications that require pressure testing of the Building riser are not allowed.

### **Floor refinishing and replacement**

When refinishing wood floors, all stains including polyurethanes must be water based. Oil based products are not permitted. If the floors of the unit are to be replaced, a resilient floor

underlayment has to be used under all hard flooring surfaces (soundproofing). Proposed underlayment has to be approved by the Corporation in writing – If the floors of the unit are replaced a resilient floor underlayment should be used under all hard flooring surfaces (soundproofing).

11. If any mechanic's liens are filed against or affecting the Building or Corporation in connection with the Work covered by this agreement, or materials provided in connection with the Work, I shall cause such liens to be promptly discharged within ten (10) days of your giving me notice thereof.

My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, By-Laws and Rules and Regulations of the Corporation, pursuant to which your consent has been granted. In addition to all other rights and remedies available to you, you may in your sole discretion, suspend all Work and prevent workmen from entering the Building or the Apartment for any reason or purpose other than to remove their tools or equipment.

12. I hereby release the Corporation, its employees, directors, agents and nominees from and against any and all liability for loss or damage to any of my property which may result from or be in any way connected with my Work, and I hereby waive any claim which I may now or hereafter have against the Corporation based upon the interruption or suspension of the Work by the Corporation regardless of the reason for such interruption or suspension.
13. This agreement may not be changed orally. This agreement shall be binding on me, all other occupants of the Apartment, members of my family, my representatives and authorized assigns.
14. Based on the scope of Work a damage deposit up to \$500 may be required by the Board, which will be put towards any and all damages done to the common areas of the property. If there is no damage at the end of the Work, the deposit will be returned to me.

In confirmation of your agreement of the aforesaid, please sign and return one copy of this letter. I understand that your countersigning of this letter represents an agreement in principle and that the Work may not commence unless and until all prerequisites to the Work are met by me and my contractor(s).

Very truly yours,

\_\_\_\_\_

AGREED TO AND ACKNOWLEDGED  
THIS \_\_\_ DAY OF \_\_\_\_\_ 2 \_\_\_

WAVECREST MANAGEMENT TEAM LTD.  
AS AGENT FOR  
Berkowners, Inc.

BY: \_\_\_\_\_  
Authorized Agent

**LIST OF ALL CONTRACTOR(S) AND  
SUBCONTRACTOR(S), ARCHITECTS, ETC.**

DESIGNER: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTRACTOR(S) \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTRACTOR(S) \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTRACTOR(S) \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTRACTOR(S) \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

**SHAREHOLDER/OCCUPANT INFORMATION**

NAME OF SHAREHOLDER: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ OFFICE PHONE: \_\_\_\_\_

OTHER PHONE: \_\_\_\_\_ OTHER PHONE: \_\_\_\_\_

HOME FAX: \_\_\_\_\_ OFFICE FAX: \_\_\_\_\_

ANY OTHER RESIDENCE, COUNTRY HOME, ETC, WHERE SHAREHOLDER CAN  
BE REACHED: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

WILL SHAREHOLDER BE RESIDING IN THE APARTMENT  
DURING ALTERATIONS AND RENOVATIONS? \_\_\_\_\_

IF NOT, LIST RESIDENCE \_\_\_\_\_

EMERGENCY CONTACT (OTHER THAN SHAREHOLDER) AND RELATIONSHIP TO  
SHAREHOLDER: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**LIST OF HOLIDAYS AND DATES WHEN  
NO WORK MAY BE PERFORMED IN THE BUILDING**

NEW YEAR'S DAY

MARTIN LUTHER KING DAY

PRESIDENT'S DAY

PASSOVER

GOOD FRIDAY

MEMORIAL DAY

4TH OF JULY

LABOR DAY

ROSH HASHANA

YOM KIPPUR

COLUMBUS DAY

THANKSGIVING DAY AND  
DAY AFTER THANKSGIVING

CHRISTMAS DAY

**PAINTING PROTOCOL**

Prior to commencement of any work you must present to us the following:

- A. The name(s) of all contractors to be employed by you to perform preparation, plaster and painting work in your apartment.
- B. Proof of insurance for all contractors including public liability and workers compensation insurance; and
- C. Proof of your having appropriate "homeowners'" or equivalent insurance.
- D. Evidence of XRF Test Readings evidencing that the L-Shell results indicate a concentration of *less than* 1.0 mg of lead per square centimeter. The Board of Directors shall rely upon such readings in assuming that your apartment, and the Work you propose to do, does not involve any lead-based paint.

**However, if XRF Test Readings indicate more than 1.0 mg. of lead per square centimeter, or if you do not present evidence of any XRF Test Reading, this letter shall set forth the clear understanding as to procedures that must be followed by you and your contractors:**

1. You will notify your neighbors that you are planning plastering and painting work.
2. The following protocol for preparation work must be followed by you and your contractors:
  - a) Dampen loose or defective paint with a water mister,
  - b) Plaster all cracks, breaks and other opening smoothly and continuously,
  - c) Reseal repaired surfaces with a primer prior to painting with two coats of non lead-based paint.
  - d) To the extent that you are planning to strip any painted surface you must:
    - i) Remove paint by planing with a HEPA filtered exhaust; Chemical stripping by a method not otherwise prohibited; guiding a sanding with a filtered exhaust; or using a heat gun at or below 1100° Fahrenheit.
    - ii) Seal surfaces with a primer prior to painting with two coats of non-lead based surface coating material.
  - e) The following methods of Paint Removal will not be permitted:
    - 1) Grinding or sanding without HEPA Exhaust.
    - 2) Heat guns operating above 1,100 degrees Fahrenheit.
    - 3) Open flame gas fired torch.
    - 4) Dry scraping.
    - 5) Uncontained hydro-blasting.
    - 6) Dry abrasive blasting.
    - 7) Chemical strippers containing methylene chloride or any other substances which are known or suspected human carcinogens.
3. During all Work, the apartment must be properly sealed to insure that paint dust does not escape into common areas or adjacent apartments.
4. All loose plaster, dirt and debris from such Work must be carefully placed in trash bags which shall, before being removed from the Apartment, be tightly sealed so as to avoid any plaster or other dust or debris from escaping during removal. All trash bags or containers containing plaster or paint debris shall be removed from the building directly by the contractor. No bags or containers may be left in any public area of the building (including, for example, trash or compactor rooms, basements, hallways, stairways, etc.). No bags, containers or debris shall be placed in any compactor chute.
5. The public corridor outside your apartment shall be wet-mopped or vacuumed by you or your contractor each day following Work.



6. The Corporation, in its sole discretion, shall have the right to halt Work for non-compliance with the terms of this agreement, or the plans for the proposed Work. The Corporation shall also have the right, acting as your agent, to cause to be completed any work, or to remove, or cause to be removed, any items left by you or your workers, which may adversely affect the health and safety of the Building and its residents, in the Corporation's sole discretion. You shall be responsible for any fees or expenses caused by the Corporation, including engineering fees or similar expenses, if you breach this agreement. All fees, charges, penalties and expenses incurred by the Corporation or charged to you under this agreement shall be deemed "additional rent" and secured by a lien on the shares appurtenant to the Apartment.

7. You agree to assume all risks of damage and liability to persons and property in the Building which may result from or be attributable to the Work. You hereby release the Corporation, its employees, directors, agents and nominees from and against any and all liability for loss or damage to any of your property which may result from or be in any way connected with the Work, and you hereby waive any claim which you may now or hereafter have against the Corporation based upon the interruption or suspension of the Work by the Corporation regardless of the reason for such interruption or suspension.

8. Your failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, By-Laws and Rules and Regulations of the Corporation.

[SHAREHOLDER LETTERHEAD]

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

[Name andAddress]

Dear Neighbor:

This is to advise you that in accordance with plans and specifications approved by the Board of Directors, I will be undertaking alterations to my apartment as follows:

Start Date: Expected \_\_\_\_\_

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

Description of  
Work: \_\_\_\_\_  
\_\_\_\_\_

I hereby represent to you that I will indemnify you for any damage whatsoever caused by the Work provided that I am (or my designated representative is) afforded the opportunity to inspect your apartment to ascertain its condition prior to commencement of Work. This indemnification shall be binding on me if you provide access for such inspection and I do not avail myself of the opportunity to make such inspection. If you provide access and I do not elect to inspect your apartment, it shall be assumed for the purpose of the Work that no damage currently exists in your apartment prior to the commencement of the Work.

If any problems arise during the period that Work is proceeding, please advise me in writing and contact the Building's superintendent and the managing agent immediately.

Thank you for your cooperation.

Sincerely,