

**300 WEST 23RD STREET OWNERS CORP.**  
**300 West 23rd Street**  
**New York, New York 10011-2240**

## **APPLICATION PROCEDURES FOR COOPERATIVE APARTMENT PURCHASE**

**Procedures:** To make an application for the purchase of a cooperative apartment at 300 West 23rd Street, documents must be completed and submitted to: **Sonia Dottin, Closing Department, Douglas Elliman Property Management, 675 Third Avenue, 6<sup>th</sup> Floor, New York, NY 10017. [e-mail address: [sonia.dottin@ellimanpm.com](mailto:sonia.dottin@ellimanpm.com)].** Copies will be distributed to the members of the Board of Directors of 300 West 23rd Street for review. The Board of Directors reserves the right to request additional information any time prior to closing, and is under no obligation to approve the submitted application. The Board of Directors will require an interview of the proposed purchaser, at a time and place to be arranged.

Douglas Elliman Property Management and 300 West 23rd Street Owners Corp. acknowledge that all information submitted with the application will be treated confidentially, and its use will be solely for the consideration of the proposed purchase.

As Managing Agent, Douglas Elliman Property Management will process the application through approval with the Board. Douglas Elliman Property Management is the transfer agent and will conduct the closings. Closings will be scheduled upon Board approval. Upon approval, questions concerning closings should be directed to Sonia Dottin at (212) 692-6149.

**Application:** Please furnish **one (1) original and seven (7) collated copies** of the following information in the order set forth below to Sonia Dottin at Douglas Elliman Property Management. Please be sure to prepare the package in sections, as set forth below:

- NOTE:**
- 1) INCOMPLETE PACKAGES WILL NOT BE ACCEPTED**
  - 2) PLAN ON A CLOSING DATE NO SOONER THAN SIX (6) TO EIGHT (8) WEEKS AFTER A PACKAGE HAS BEEN SUBMITTED.**

### **Section 1 - Application**

- a) Contract of Sale.
- b) Cooperative Apartment Purchase Application (enclosed).
- c) Employer Verification Letter stating position, length of employment and salary.
- d) Alteration Agreement (enclosed – for informational purposes).
- e) House Rules Acknowledgement (enclosed). Copy of House Rules attached for informational purposes.
- f) Tenant Data Verification Form (enclosed).
- g) Co-Op Tax Abatement Refund Credit Letter (enclosed).
- h) Applicant's Release Form (enclosed).

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**Sale Requirements**

**300 West 23<sup>rd</sup> Street**

- i) **Lead Based Paint Disclosure Forms (enclosed):**  
These documents must be completed in their entirety and submitted for review with the Board package. **The Board package will not be sent to the Board of Directors for review unless the Lead Based Paint Disclosure documents are included. NO EXCEPTIONS** will be made. Enclosed is a summary of the Lead Paint information.
- j) Fire Safety Plan and Brochure (enclosed).

**Section 2 - Financial Statement**

- a) Notarized Financial Statement & Statement of Net Worth.
- b) **Complete** copies of the past two (2) years of Tax Returns (1040) for each applicant. Please attach W-2's to the tax return.
- c) Last three (3) months of bank statements of all accounts as backup to the Statement of Net Worth.

**Section 3 - Reference Letters**

- a) Two (2) Business Letters of Reference.
- b) Two (2) Personal Letters of Reference.
- c) Bank Verification Letter(s) stating type of account, amount on deposit in dollars and age of the account.

**Section 4 – If Financing:**

- a) Bank Loan Application (up to 80% of appraised value is permitted).
- b) Bank Commitment.
- c) Appraisal Report.
- d) Three (3) AZTECH Recognition Agreements (originals) signed by an officer of the lending institution and applicant (copy of AZTECH form enclosed).

**Special Circumstances:**

- **Power of Attorney:** Must be submitted one (1) week prior to closing (Blumberg Form T44 preferred).
- **Estate Requirements:** Enclosed – for informational purposes
- **Lost Stock and/or Proprietary Lease:** Douglas Elliman Property Management must be notified a minimum of one (1) week prior to the closing date.

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**Sale Requirements**

**300 West 23<sup>rd</sup> Street**

**Purchaser's Fees:**

**ALL CHECKS MUST BE CERTIFIED, BANK OR ATTORNEY ESCROW**

- Application Fee – check payable to Douglas Elliman Property Management in the amount of \$350.00 (non-refundable) **must be submitted with Board package.**
- Credit Report Fee – check payable to Douglas Elliman Property Management in the amount of \$75.00 per applicant (non-refundable) **must be submitted with Board package.**
- Administrative Fee – check payable payable to 300 West 23rd Street Owners Corp. in the amount of \$100.00 (non-refundable) **must be submitted with Board package.**
- Financing Fee – check payable to Douglas Elliman Property Management in the amount of \$300.00 if there will be financing with the purchase **payable at closing.**
- Move-in Deposit – check payable to 300 West 23<sup>rd</sup> Street Owners Corp. in the amount of \$1,000.00 (this fee is refundable provided there is no damage to the common areas of the building during the move) **payable at closing.**
- Move-in Fee – check payable to 300 West 23<sup>rd</sup> Street Owners Corp. in the amount of \$300.00 (non-refundable) **payable at closing.**

**Seller's Fees:**

**ALL CHECKS MUST BE CERTIFIED, BANK OR ATTORNEY ESCROW**

- Flip Tax – check payable to 300 West 23<sup>rd</sup> Street Owners Corp. in the amount equivalent to \$10.00 per share **payable at closing.**
- Move-out Deposit – check payable to 300 West 23<sup>rd</sup> Street Owners Corp. in the amount of \$1,000.00 (this fee is refundable provided there is no damage to the common areas of the building during the move) **payable at closing.**
- Move-out Fee – check payable to 300 West 23<sup>rd</sup> Street Owners Corp. in the amount of \$300.00 (non-refundable) **must be submitted with Board package.**
- Transfer Fee – check payable to Douglas Elliman Property Management in the amount of \$700.00 if there is a Broker, \$750.00 if there is no Broker **payable at closing.**
- New York State Transfer Stamp Tax – check payable to Douglas Elliman Property Management in the amount of \$.05 per share **payable at closing.**

***All moves may only take place on Monday, Tuesday, Wednesday and Friday from 8:00 am - 4:00 pm and Thursday from 8:00 am to 2:00 pm only.***

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**Sale Requirements**  
**300 West 23<sup>rd</sup> Street**

**IF CLOSING IS NOT COMPLETED WITHIN 2 HOURS AN ADDITIONAL CHARGE OF \$250.00 WILL BE ADDED TO THE FEE.**

**THERE IS A \$250.00 CANCELLATION CHARGE IF OUR TRANSFER AGENT IS REQUIRED TO ATTEND A CLOSING WHICH IS NOT CONSUMMATED**

**PLEASE NOTE THAT THE ABOVE REFERENCED FEES MUST BE INCLUDED IN THE PACKAGE FOR IT TO BE PROCESSED TIMELY.**

**Shareholders must own their apartment for at least one year before subletting. Shareholders may sublet for a maximum of two years. Initial lease will be for one year only but can be renewed for a second year. The Board of Directors must approve the initial sublease package and approve the sublessee through an in-person interview. Renewal of lease for a second year must also be approved by the Board but a second interview is not required.**

UPDATED 10/2013

**300 WEST 23RD STREET OWNERS CORP.**  
**300 West 23rd Street**  
**New York, New York 10011-2240**

**COOPERATIVE APARTMENT PURCHASE APPLICATION**

(To be completed by proposed purchaser)

Apartment No. \_\_\_\_\_

Please complete all sections. Attach additional sheets if further explanation is necessary.

**Proposed Purchaser(s) Information:**  
(If more than two persons, explain on additional sheets and provide relevant information.)

1. Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_ Years There\* \_\_\_\_\_ Tel: \_\_\_\_\_

Do you Rent? \_\_\_\_ Own your current residence? \_\_\_\_ Current Total Monthly Charges: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

\_\_\_\_\_ Years There\* \_\_\_\_\_ Tel: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Position: \_\_\_\_\_

2. Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_ Years There\* \_\_\_\_\_ Tel: \_\_\_\_\_

Do you Rent? \_\_\_\_ Own your current residence? \_\_\_\_ Current Total Monthly Charges: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

\_\_\_\_\_ Years There\* \_\_\_\_\_ Tel: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Position: \_\_\_\_\_

- If less than two years, please attach additional page with information on prior address (es) and/or employer(s) information and number of years there.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

**300 WEST 23RD STREET OWNERS CORP.**  
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***Purchaser's Attorney Information:***

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Tel: \_\_\_\_\_

***Terms of Sale:***

The proposed purchaser hereby makes application to purchase \_\_\_\_\_ shares of capital stock of 300 West 23rd Street Owners Corp. and the accompanying proprietary lease representing rights to the apartment # \_\_\_\_\_ at 300 West 23rd Street, New York, New York 10011 on the following terms and conditions:

Sellers Name: \_\_\_\_\_

Purchase Price: \_\_\_\_\_ Brokers Name: \_\_\_\_\_

Amount Financed: \_\_\_\_\_ Broker's Firm: \_\_\_\_\_

Percentage of Purchase Price Finance: \_\_\_\_\_ % Broker's Tel: \_\_\_\_\_

Mortgage Lender: \_\_\_\_\_

Proposed Closing Date: \_\_\_\_\_ Date of Possession: \_\_\_\_\_

Special Conditions of Sale, if any: \_\_\_\_\_

***Questionnaire:***

Please list expected occupants of apartment, relationship to purchaser(s) and ages: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Signature:*

*Signature:*

**300 WEST 23RD STREET OWNERS CORP.**  
**300 West 23rd Street**  
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Will you continue to own or lease any other residences?  Yes  No. If Yes, please provide brief description, address, and financed amount and monthly charges (including real estate taxes). \_\_\_\_\_

Do you have any hobbies or special activities, which might affect your neighbors (e.g. musical instruments, unusual hours, etc.)?  Yes  No. If Yes, please describe. \_\_\_\_\_

Do you have any pets, which will be residing with you?  Yes  No. If Yes, please describe. \_\_\_\_\_

Do you plan any renovations or alterations to the apartment?  Yes  No. If Yes, please describe work planned, estimated total budget, expected construction time and probable start date. *(Please note that a separate application to request permission for alterations must be submitted to and approved by the Board of Directors prior to the commencement of any construction.)* \_\_\_\_\_

The undersigned, as purchaser(s) of the apartment #\_\_\_\_, located at 300 West 23rd Street, New York, N.Y. 10011, hereby acknowledge and agree that use of the apartment for non-residential purposes, including, without limitation, use as a medical or professional office, is not permitted.

The undersigned also acknowledges receipt of the policies with respect to apartment transfers, subletting and moving in or out of the building and agree to abide by it.

Signature:

Signature:

**300 WEST 23RD STREET OWNERS CORP.**  
**300 West 23rd Street**  
**New York, New York 10011-2240**

**PLEASE READ AND SIGN THE ACKNOWLEDGMENT BELOW.**

The undersigned understands and acknowledges that transfer of the shares described herein is subject to the approval of the Board of Directors of 300 West 23rd Street Owners Corp. and subject to the terms and conditions of the Proprietary Lease. The undersigned also states that he or she has read, understands and accepts the rules and guidelines set forth in the Proprietary Lease, the by-laws, House Rules and Sublet Policy of 300 West 23rd Street Owners Corp. and agrees to abide by same.

Signatures of Prospective Purchaser(s):

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

Dated: 20\_\_\_\_\_



**300 WEST 23RD STREET OWNERS CORP.**

Part 1 of 2

STATEMENT OF NET WORTH as of, 20\_\_\_\_\_

**Prospective Purchaser(s):** \_\_\_\_\_

**Assets:**

**Liabilities:**

Cash Held in Banks:

Loans Payable (State Balance Outstanding):

Checking Accounts \_\_\_\_\_  
 Savings Account \_\_\_\_\_  
 Certificates of Deposit \_\_\_\_\_  
 Other Loans\* \_\_\_\_\_

Bank Loans \_\_\_\_\_  
 Student Loans \_\_\_\_\_  
 Automobile Loans\* \_\_\_\_\_

**Total Cash Held in Banks** \_\_\_\_\_

**Total Loans Payable** \_\_\_\_\_

Marketable Securities (State Current Market Value)\*:

Installment Credit (List Credit Cards and Balances):

Treasury Bills and Notes \_\_\_\_\_  
 Bonds \_\_\_\_\_  
 Stocks \_\_\_\_\_

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

**Total Marketable Securities** \_\_\_\_\_

**Total Installment** \_\_\_\_\_

Real Estate and Personal Assets (Please list)\*:

Mortgage Payable\* \_\_\_\_\_  
 Other Liabilities (Please list)\* \_\_\_\_\_

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

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

TOTAL ASSETS: \$ \_\_\_\_\_

TOTAL LIABILITIES: \$ \_\_\_\_\_

Net Worth \$ \_\_\_\_\_

**300 WEST 23RD STREET OWNERS CORP.**

Part 2 of 2

APPLICANT	CO-APPLICANT
Base Salary                   \$	\$
Investment Income           \$	\$
Bonus & Commissions       \$	\$
Dividends and Interest Income   \$	\$
Real Estate Income (net)       \$	\$
Spouse Income (specify)       \$	\$
Other Income-Itemize*         \$	\$
Have you ever taken bankruptcy? Explain:	

**TOTAL PROJECTED INCOME:** \$ \_\_\_\_\_ \$ \_\_\_\_\_

**NET WORTH** (Total Assets less Total Liabilities) \_\_\_\_\_

*NET WORTH (Total Assets less Total Liabilities)*

**300 WEST 23RD STREET OWNERS CORP.**

\* Please provide additional information as indicated below for certain items marked on previous page:

<b>Real Estate</b>				
<i>Description and Location</i>	<i>Cost</i>	<i>Current Market Value</i>	<i>Outstanding Mortgage Amount</i>	<i>Total Monthly Charges</i>

<b>Other Loans and Other Liabilities</b>				
<i>Lender/Creditor</i>	<i>Amount</i>	<i>Maturity</i>	<i>Purpose or Collateral Pledged</i>	<i>Total Monthly Charges</i>

<b>Schedule Of Bonds And Stocks</b>			
<i>Amount Or No. Shares</i>	<i>Description</i>	<i>Market Actual Market Value</i>	<i>Non-Marketable Unlisted Securities Estimated Worth</i>





Dear Shareholder:

The alteration policy of 300 West 23rd Street Owners Corp. requires that all Shareholders obtain written permission from the Board of Directors and the Managing Agent for any construction, demolition, alterations or improvements which the Shareholder desires to make in his apartment, and execute an Alteration Agreement in the form approved by the Corporation.

The Corporation will require its Architect to preliminarily review all plans, drawings, specifications and other documents submitted in connection with an Alteration Agreement. The Corporation's Architect will bill on an hourly basis to complete all reviews as required by the Corporation. **All costs associated with this review shall be borne by the Shareholder** and will be automatically billed to the maintenance account of the Shareholder.

Minor alterations and ordinary repairs, which do not change the structure of the apartment only, require the approval of the Board of Directors. The Board shall be the sole and exclusive authority to determine what particular alterations are minor and which are not. For these minor alterations, Shareholders should submit written notification to the Managing Agent indicating the type of work to be performed, the date said work will commence and terminate, and provide certificates of insurance where deemed necessary by the Board of Directors.

If you have any questions, please contact **Ms. Marylou Tapalla / Mr. Steven Salargo** of Douglas Elliman Property Management at **(212) 692-8421 / (212) 350-2808**.

Very Truly Yours,

**300 West 23 Street Owners Corp.**

## **INITIAL SUBMISSION CHECKLIST**

- Submit fully executed alteration agreement (**including Exhibits and Attachments**) and proposed scope of work in **TRIPLICATE**, along with a check in the amount of **\$150.00** (One Hundred Fifty Dollars and No Cents) made payable to **Douglas Elliman Property Management**.
- Scope of work should include the narrative scope of work, NYC code compliant plans/drawings, specifications, waterproofing and soundproofing details depicting the scope of work contemplated.
- Provide plan of existing conditions depicting conditions as they exist now. Existing conditions should include, but are not limited to, the following: walls; doors; intercom panel; electrical panel; mechanical ventilation ducts; appliances; radiators, electrical outlets & switches; beams; columns or projections; windows; site plan; building key plan; proof plan (only when applicable); etc.
- Provide a listing and cut-sheets of the fixtures and appliances.
- State existing size (capacity) of electrical panel and any proposed additional electrical loading contemplated. Provide electrical load letter.

A Security Deposit is required and will be determined upon review of the scope of work but will be no less than **\$1,500.00** (One Thousand Five Hundred Dollars and No Cents) and no more than **\$6,000.00** (Six Thousand Dollars and No Cents) made payable to **300 West 23rd Street Owners Corporation**.

**Submit to: Ms. Marylou Tapalla / Mr. Steven Salargo** of Douglas Elliman Property Management at **(212) 692-8421 / (212) 350-2808**.

## ALTERATION AGREEMENT

This Agreement, made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between 300 West 23<sup>rd</sup> Street Owners Corp. (the "**Corporation**") with an address c/o Douglas Elliman Property Management, 675 Third Avenue, 6<sup>th</sup> Floor, New York, NY 10017 (the "**Managing Agent**"), and \_\_\_\_\_ (the "**Shareholder**") having a mailing address of \_\_\_\_\_.

### WITNESSETH:

WHEREAS, the Shareholder desires to install equipment and/or make alterations in apartment \_\_\_\_\_ (*Unit No.*) (the "**Apartment**") at 300 West 23<sup>rd</sup> Street, New York, NY 10011 (the "**Building**");

WHEREAS, the proprietary lease (the "**Lease**") between the Shareholder and the Corporation provides in substance that no equipment shall be installed and no alterations shall be made in the Apartment without the consent of the Corporation; and

WHEREAS, the Shareholder desires to obtain such consent;

NOW, THEREFORE, to induce the Corporation to give its consent to the "Work" (defined below) and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Shareholder's Submissions.** Together with this Agreement, Shareholder is delivering to the Corporation:
  - a. detailed plans, drawings and specifications for the equipment proposed to be installed and/or the alterations proposed to be made which, if so required by the Corporation, have been prepared by a licensed architect or engineer. Such plans, drawings and specifications include a room-by-room list of the equipment to be installed and the alterations to be made in the form annexed hereto as Exhibit "A" (the "**Detailed List of All Plans, Drawings, and Specifications**").
  - b. a check in the sum of \$\_\_\_\_\_ payable to the Corporation for the security deposit required to be posted by the Shareholder as provided for in Paragraph 14 of this Agreement (the "**Security Deposit**"), if required by the Corporation;
  - c. a check in the sum of \$ \_\_\_\_ payable to Douglas Elliman Property Management, the Managing Agent for the Building (the "**Managing Agent**"), as a processing fee in connection with this Agreement, as required by the Corporation.
  
2. **Review of Plans, Drawings and Specifications.** The plans, drawings and specifications of the alterations submitted by the Shareholder shall be subject to review by the Corporation and approval of the Corporation's architect and/or engineer (the "**Corporation's Designated Engineer**"), and the Shareholder shall make such changes in and to such plans, drawings and specifications as the Corporation or the Corporation's Designated Engineer shall require in order to obtain such approval. The term "**Plans**" as used in this Agreement shall refer to the plans, drawings and specifications showing the Work (defined below) as approved in writing by the Corporation's Designated Engineer and consented to by the Corporation, and any subsequent amendments or changes to the plans, drawings and specifications originally submitted that have been approved in writing by the Corporation's Designated Engineer and consented to by the Corporation. The term "**Work**" shall refer to all physical changes and alterations in or about the Apartment, and the equipment to be installed therein, called for by the Plans. After approval by the Corporation's Designated Engineer and consent by the Corporation of the Plans, the Work shall not be modified without the written approval of the Corporation's Designated Engineer and written consent of the Corporation. Please note the building's basic standards as annexed hereto as:

Exhibit "B": Plumbing/Waterproofing and Soundproofing Standards

Exhibit "C": Room Layouts and Construction  
Exhibit "D": Installation of Appliances  
Exhibit "E": Through-Wall Air-Conditioning Guidelines and Masonry Opening Guidelines

Notwithstanding any approval of the Plans by the Corporation's Designated Engineer or any consent by the Corporation, the Shareholder shall be solely responsible for the Plans, for insuring compatibility with the systems and facilities of the Building and for compliance with applicable laws and codes. Any such approval or consent shall not constitute an assumption by the Corporation, its Board or the Corporation's Designated Engineer of any responsibility or liability for the Work or the Plans, nor an approval, acknowledgment or admission of the accuracy, suitability or soundness of such Plans, or their conformity with applicable laws, as well as codes, regulations, rules and requirements of any governmental authority having jurisdiction thereof (all of the foregoing are referred to herein as "**Legal Requirements**").

**The Corporation's execution of this Agreement does not constitute consent to the proposed plans, and the Corporation retains all of its rights under the Lease to withhold consent.** Only written approval of the Plans as provided for above shall constitute the Corporation's consent, and any such consent shall be subject to the terms of this Agreement, and any rules established by the Corporation for such Work.

3. **Pre-Conditions to Commencement of Work by Shareholder.** The Shareholder shall not commence the Work unless and until all of the following have occurred:
  - a. The Corporation's Designated Engineer has approved in writing the Plans submitted by the Shareholder, the Corporation has consented in writing to such Plans, and the Shareholder shall have received a copy of such approval and consent. The Corporation's consent shall be in writing and in the form annexed hereto as Exhibit "F" (the "**Consent Letter**").
  - b. The Shareholder has submitted to the Corporation: (i) a list of all contractors, subcontractors and suppliers who will perform or provide materials for the Work, and (ii) complete executed copies of all agreements entered into with such contractors, subcontractors and suppliers pertaining to the Work (the "**Contractor's Agreement**"). Each Contractor's Agreement shall include a provision pursuant to which the contractor or subcontractor (as applicable) agrees to defend (with attorneys chosen by the indemnifying party and "reasonably acceptable" to the Corporation), indemnify and hold harmless the "Indemnified Persons" from and against any and all "Claims, Liabilities and Expenses" for personal injury or property damage arising out of, or in connection with the performance of the Work to the extent undertaken by such contractor or subcontractor in the form annexed as Attachment "A" (the "**Indemnification Agreement**").
  - c. The Shareholder has made all required filings with, and received all required permits, approvals, licenses and consents for the Work from, all governmental authorities having jurisdiction over the Work, including (but not limited to), if and to the extent applicable, the New York City Buildings Department, the New York City Fire Department and the Landmarks Preservation Commission, and the Shareholder shall have furnished copies of all such filings, permits, approvals, licenses and consents to the Corporation. The determination of the Corporation's Designated Engineer as to the need for any such filings, permits, approvals, licenses or consents shall be conclusive. The Shareholder shall be solely responsible for the content of, and any obligations or liabilities arising from, any and all such filings, permits, approvals, licenses and consents. A copy of the Building Code Compliance is annexed hereto as Exhibit "G" and Exhibit "G(a)" (the "**NYC Building Code Compliance**").
  - d. The Shareholder shall deliver to the Corporation a copy of Shareholder's insurance policies as required hereunder or, at the Corporation's option, a certificate evidencing such insurance; **and** the Shareholder shall deliver or shall cause each of Shareholder's contractors and subcontractors to deliver to the Corporation the insurance policies for Contractor Required Insurance or, at the Corporation's option, certificates thereof.



The term "**Claims, Liabilities and Expenses**" means all claims, suits, actions, proceedings, disputes, controversies or litigation (collectively, "**Litigation**") brought before any court or governmental authority having jurisdiction, or any arbitration or mediation association or alternative dispute resolution body; all liabilities, judgments, awards, losses, damages, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and disbursements, court costs and associated Litigation expenses) in connection with, or resulting from, such Litigation; any other loss, cost, expense, fine, penalties, fees, etc., which may be incurred by or charged to the Corporation arising out of, or in connection with the Work and any act or omission of Shareholder, or any contractor or subcontractor or agent or Shareholder; together with the per diem interest thereon at the rate equal to the lower of twelve percent (12%) a year or the maximum legal rate, computed from the date each item of cost or expense is paid or incurred to the date reimbursement thereof is received.

The term "**Indemnified Persons**" means the Corporation, the Corporation's Officers, Directors and Shareholders, the Corporation's Designated Engineer, 300 West 23<sup>rd</sup> Street Condominium, the Condominium's Officers, Managers, Employees and the Managing Agent and the Occupants of the Building.

The term "**reasonably acceptable**" or words of similar import means the acceptance of the attorneys, insurer or other matter or item at issue shall not be unreasonably withheld, denied, delayed or conditioned.

4. **Shareholder to Give Notice Prior to Commencement of Work.** Prior to commencing the Work, the Shareholder shall give at least five (5) days' prior written notice to the Corporation's Designated Engineer, the Resident Manager of the Building and the Managing Agent of the date on which the Work will commence and the estimated duration of the Work.

5. **Insurance Requirements.**

a. The Shareholder shall maintain during the period that the Work is being undertaken (and during any warranty period given to the Shareholder by the contractor or subcontractor) general liability insurance of not less than \$1,000,000.00 (One Million Dollars and No Cents), which insurance may be a part of a homeowner's insurance policy and/or a personal liability umbrella. Each of the Shareholder's contractors and subcontractors shall maintain throughout the duration of its portion of the Work (and any warranty period given to the Shareholder by the contractor or the subcontractor) the insurance policies described is annexed hereto as Exhibit "H" (the "**Contractor Insurance Requirements**").

b. Both the Shareholder's and the Contractor Required Insurance policies (i) shall name the Shareholder and the Indemnified Persons as insured parties, (ii) shall be issued by companies licensed to do business and admitted in the State of New York, and reasonably acceptable to the Corporation and (iii) shall provide that they may not be cancelled or terminated without at least ten (10) days' prior written notice to the Corporation. Each insurance policy or certificate of insurance rejected by the Corporation shall be corrected as necessary and shall be resubmitted until approved. Failure to reject a certificate or a policy shall not relieve the Contractor or the Shareholder of the obligation to provide insurance in accordance with this Agreement. Such insurance shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible maintained by the Indemnified Persons in the forms as annexed hereto as Exhibit "H(a)" (the "**Contractor Insurance Requirements**") and Attachment "A" (the "**Indemnification Agreement and Insurance Procurement**").

6. **Performance of the Work.**

a. **In General.** The Shareholder shall cause the Work to be performed strictly in accordance with the Plans and shall not perform any work not called for by the Plans. In performing the Work, the Shareholder shall comply with (i) all applicable laws and legal requirements, (ii) the requirements of all insurance policies covering the Work, the Apartment or the Building, (iii) this Agreement, (iv) the Lease, (v) the House Rules, (vi) the requirements of the Corporation which may be promulgated and revised from time to time (the "**Work Rules**"), and (vii) any directions given by the Managing Agent, the Corporation's Designated Engineer or the Resident Manager of the

Building as annexed hereto as Exhibit "I" (the "**General Additional Guidelines and Work Rules**").

- b. **Work Hours and Noise.** The Work shall be undertaken diligently and in a manner so as not to disturb other occupants of the Building. The Work shall be performed only on Mondays through Fridays (excluding holidays) between the hours of 9:00 a.m. and 4:30 p.m.; provided however, that any noisy Work which may disturb other occupants shall not be performed before 9:00 a.m. The Work shall not be performed on weekends or holidays. The Corporation shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing. The use of jackhammers or other pneumatic devices may not be used without the specific written permission of the Corporation, which may be withheld or, if given, may limit the use thereof or set other conditions.
- c. **Labor Harmony.** The Shareholder shall cause its contractors and subcontractors to undertake the Work, and employ only such laborers, as shall not in any manner interfere or conflict with, or cause any labor disturbances or stoppages with, any of the unions whose members are either employees of the Corporation or employees of any contractor or other third party servicing the Building.
- d. **Required Completion Date.** The Shareholder shall cause the Work (other than decorative work such as painting, wallpapering and carpeting) to be completed within **120** (One Hundred Twenty) work days maximum after Governmental Approval, but in no event after the date set forth in the Consent Letter form as annexed as Exhibit "F" (the "**Consent and Notice to Proceed**"). The Corporation expresses no opinion regarding the feasibility of completion of the Work within that time period. If the Work (other than decorative work as aforesaid) shall not be completed on or before the Required Completion Date, the Shareholder shall be entitled to not more than **60** (Sixty) additional, consecutive work days (excluding weekends and holidays) to complete the Work (the "**Extension Period**") provided that and conditioned upon the payment by Shareholder to the Corporation, at least five (5) days before the Required Completion Date, the sum of **\$300.00** (Three Hundred Dollars and No Cents) per work day (excluding weekends and holidays) as consideration for each additional working day in the Extension Period. The Shareholder acknowledges that this payment is made in consideration for the Corporation's amending its initial consent to the Work; it being agreed by the parties that the initial consent, is granted pursuant to the Lease and reliance upon the Work being completed by the Required Completion Date, and that such timely completion was a material inducement to the Corporation's consent to the proposed Work. After the Extension Period, there will be no further extensions, unless otherwise agreed to in writing by the Corporation. The determination of whether the Work is completed shall be made by the Corporation in its sole judgment, and the Corporation's determination shall be conclusive.
- e. **Evidence of Completion.** Upon completion of the Work, the Shareholder shall obtain and deliver to the Corporation (i) a certificate from the architect or engineer who prepared the Plans (or a successor) certifying that the Work has been completed in accordance with all applicable laws, codes, legal requirements and the Plans, (ii) all required final governmental signoffs and approvals, including if the Corporation shall require, an amended certificate of occupancy and a certificate from the Board of Fire Underwriters, and (iii) "as built" drawings certified to by the architect or engineer who prepared the Plans originally submitted (or a successor). Such "as built" drawings will include any modifications, revisions or amendments to the original Plans submitted. The determination of the Corporation as to the need for an amended certificate of occupancy shall be conclusive.
- f. **Consents.** Whenever consents are required or may be given by the Corporation under this Agreement, such consents must be in writing, and the granting or denying of such consents may be in the sole judgment of the Corporation. Notwithstanding anything to the contrary contained herein, all consents of the Corporation may be signed by either an officer of the Corporation, or by a duly authorized employee of the Managing Agent. No consents may be given by the superintendent or any other employee of the Corporation. "Consent" as used in this paragraph

shall include any consents or approvals that in any way, or in any manner, amend the Plans or amend the provisions of this Agreement or the Lease.

7. **Inspection and Correction of the Work.** The Corporation shall have the right from time to time, and as often as it deems necessary, to inspect or observe the Work, and for this purpose the Shareholder shall provide access to the Apartment to Corporation's Designated Engineer, the Managing Agent, the Resident Manager of the Building, or any other person the Corporation may authorize. **Such inspections may be made without notice to the Shareholder at any time when Shareholder, his/her representative, a permitted occupant, or workers are present in the apartment.** The Shareholder shall promptly make all corrections required by the Corporation in order to conform to the Plans and the other requirements of this Agreement. If the Corporation so requires, such corrections shall include the removal and replacement of non-conforming work. The Corporation's failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement.
8. **Damage or Adverse Effect Caused by the Work.** The Shareholder shall be responsible for any damage to, or any other adverse effect upon, the Apartment, the personal property and improvements in other apartments in the Building, and the Building (including the structure, shell, systems, equipment, fixtures and finishes of the Building) caused by or resulting from the Work, regardless of when such damage or adverse effect becomes apparent. If any such damage or adverse effect shall occur or arise, the Corporation may (a) require the Shareholder, at Shareholder's expense, promptly to repair the damage or remedy the condition giving rise to such adverse effect and/or (b) repair such damage or remedy such condition at the Shareholder's expense.

Without limiting the generality of the foregoing, the Shareholder specifically acknowledges the obligations under this Paragraph 8 shall be applicable to any damage to the carpeting, wall-coverings or other finishes in the Building's hallways, elevators and other common areas (including, without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged).

If the Managing Agent advises the Shareholder of any damage which, in the Managing Agent's opinion, was caused by the Work, the Shareholder shall promptly submit a claim to the Shareholder's insurance carrier and to Shareholder's contractor for submission to its insurance carrier, and the Shareholder agrees to use all reasonable efforts, and to cause the contractor(s) to use all reasonable efforts, to cause such insurance carriers to expeditiously review and settle all such claims for which they are responsible. The provisions of this subparagraph shall not limit the Shareholder's liability under this Paragraph 8.

9. **Indemnification by Shareholder.** The Shareholder shall defend (with attorneys chosen by the Shareholder and reasonably acceptable to the Corporation), indemnify and hold harmless the Indemnified Persons from and against any Claims, Liabilities and Expenses arising out of or related to the Work or any act or omission of the Shareholder or any of its contractors, subcontractors, architects, engineers or consultants. This agreement to indemnify specifically contemplates full and complete indemnity in the event liability is imposed against any one or more of the Indemnified Persons without any negligence on their part and based solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of the applicable Indemnified Persons either causing or contributing to the underlying claim. In the event an Indemnified Person(s) is contributory negligent, indemnification shall be limited to any liability imposed over and above that percentage of liability attributable to such contributory negligence of the applicable Indemnified Person(s), whether by statute, by operation of law or otherwise in the form annexed hereto as Attachment "A" (the "**Indemnification Agreement and Insurance Procurement**").
10. **Shareholder to Bear All Costs Associated with Work.** The Shareholder shall be responsible for all costs incurred by the Shareholder or the Corporation in connection with the Work, the Plans, or this Agreement, including the fees, charges, and disbursements of any attorney, architect, engineer or consultant retained by the Corporation in connection with the Work, the Plans or this Agreement. Without limiting the generality of the foregoing, the Shareholder specifically agrees to reimburse the Corporation (or pay as directed by the Corporation) within three (3) business days after a reasonably detailed demand is made (accompanied by copies of supporting bills), for all fees, disbursements and charges of the Corporation's Designated

Engineer for the review of the plans, drawings and specifications submitted by the Shareholder (and any revisions thereto), for inspection of the Work or otherwise related to the Work or this Agreement.

11. **Additional Requirements.**

- a. **No Change in Building Heating or Air-Conditioning.** The Shareholder recognizes that 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 that the Shareholder may be installing will be permitted.
- b. **Prohibited Construction Methods.** The Shareholder shall not interfere with the Building's intercom, gas, electric, heating, air-conditioning or plumbing system or any other Building system or service. The Shareholder shall not penetrate any exterior wall of the Building.
- c. **Accessibility of Valves.** The Shareholder shall insure that all water, steam, gas and other valves remain accessible during the performance of and after the completion of the Work. If any valve is enclosed in violation of this Agreement, then the Corporation may (i) require the Shareholder, at Shareholder's expense, promptly to remove such enclosure and/or (ii) remove such enclosure at the Shareholder's expense.
- d. **Use of Public and Common Areas During Work.** The Shareholder shall not allow the halls, sidewalks, courtyards and other public areas in or around the Building to be used for the storage of building materials or debris. The Shareholder shall cause its contractor to cover with construction paper the floor of any back hall to be used in connection with the Work and shall also cause its contractor to take all precautions necessary to prevent damage to the carpeting, wall-coverings or other finishes in the Building's hallways, elevators and other common areas.
- e. **Shareholder to Maintain Certain Safety Precautions.** Shareholder shall maintain functioning fire extinguishers and smoke alarms in the Apartment throughout the prosecution of the Work. Shareholder shall insure that the Work does not block access to any fire exits in the Building. Shareholder shall install smoke detectors within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and if a child 10 years old or under lives, or will live in the Apartment, Shareholder shall install window guards pursuant to Section 131.15 of the New York City Health Code.
- f. **Shareholder to Control Refuse, Dirt, Dust.** Shareholder shall take all precautions to prevent dirt and dust from permeating other parts of the Building during the progress of the Work, and shall place all materials and rubbish in barrels or bags before removing the same from the Apartment. All such barrels and bags and all rubbish, rubble, discarded equipment, empty packing cartons and other materials shall be removed from the Apartment and taken out of the Building 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 and shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days at the side of the Building. Notwithstanding the foregoing, the placement of any dumpsters shall comply with all governmental regulations, including without limitation, obtaining any necessary permits. In the event that the Corporation, in its sole discretion, believes that the dirt or dust is unreasonable, the Corporation shall have the right to temporarily suspend the Work until a solution acceptable to the Corporation is found as annexed hereto as Exhibit "J" (the "**Dust Containment Procedure**").
- g. **Installations by Shareholder.** Shareholder agrees that any air-conditioning units, terrace plantings and/or other structures installed as part of the Plan, wherever located in the Building, may be removed by the Corporation (at the sole expense of Shareholder) for the purpose of repairs, upkeep or maintenance of the Building as annexed hereto as Exhibit "K" (the "**Terrace Guidelines and Submission Requirements**").

12. **Shareholder to Comply with Laws, etc.** The Shareholder shall not do or permit any act or thing to be done contrary to law or the legal requirements, or which will invalidate or be in conflict with any provision of any liability, casualty or other insurance policies carried by Shareholder or for Shareholder's benefit. The Shareholder shall comply with all federal, state and local laws, and all legal requirements pertaining to the Work, including any such laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous material as annexed hereto as Exhibit "L" (the "**Lead Containment and Removal Procedure**").
13. **Maintenance and Repair of the Work.** Notwithstanding anything to the contrary contained in the Lease and notwithstanding the consent by the Corporation of the Plans or the Work, the Shareholder shall be responsible for the maintenance, repair and replacement of the Work and any portions of the Apartment affected by the Work, and for all costs incurred by the Corporation or the Shareholder in connection therewith. In the event the Corporation must undertake any repairs in the Building (which are, pursuant to the Lease, the responsibility of the Corporation), any restoration of the Work after such repairs shall be the sole responsibility of the Shareholder, notwithstanding any provision of the Lease. Furthermore, the Shareholder releases the Corporation, the Managing Agent, the Corporation's Agents and Employees from any liability for damage to the Work or any portion of the Apartment affected by the Work however arising.
14. **Shareholder's Deposits; Additional Rent Under Lease.** As security for the faithful performance and observance by Shareholder of the terms and conditions of this Agreement, the Shareholder has deposited the sums indicated in Paragraph 1(b) with the Corporation. The Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the Security Deposit and the interest earned thereon, if any, to the extent required for the payment of any sums due to the Corporation under this Agreement. If either the Security Deposit is diminished by one-half of the original amount, the Shareholder shall replenish it to the full amount within (3) days after written demand. The Shareholder's failure to so replenish such deposits shall be a material breach of this Agreement and shall entitle the Corporation to stop the Work, and/or exercise any remedies it has hereunder. If the Shareholder shall comply with all of the terms and conditions of this Agreement, the Security Deposit and interest or remaining balance thereof, if any, shall be returned to the Shareholder after completion of the Work. The Corporation's release of either the Security Deposit shall not constitute acceptance of the Work by the Corporation or a waiver of any of the Corporation's rights under this Agreement. Any sums due to the Corporation under this Agreement and not recovered by application of the security deposit shall be chargeable as additional rent under the Lease.
15. **Assumption by Purchaser.** The Shareholder (a) shall advise the person or persons to whom it transfers the Apartment ("**Purchaser**") of the Work undertaken by the Shareholder pursuant to this Agreement; (b) shall provide copies of the Plans and this Agreement to the Purchaser; and (c) shall cause the Purchaser to execute and deliver to the Corporation an agreement substantially hereto pursuant to which the Purchaser shall assume all of the obligations of Shareholder under this Agreement, including the obligation under this Paragraph 15 with respect to any transfer of the Apartment by the Purchaser in the form annexed hereto as Exhibit "M" (the "**Purchaser's Assumption of Alteration Agreement**").

The Shareholder hereby waives any claim against the Corporation on account of (a) the Corporation advising a potential Purchaser of the provisions of this Agreement, including this Paragraph 15, and/or (b) refusing to consent to or register the transfer of the Apartment to such potential Purchaser unless and until such potential Purchaser shall execute and deliver to the Corporation an agreement in the form annexed hereto as Exhibit "M" (the "**Purchaser's Assumption of Alteration Agreement**").

16. **Miscellaneous.**
  - a. This Agreement and the Lease represent the only agreements between the Corporation and the Shareholder relative to the subject matter hereto. This Agreement may not be changed orally. No amendment, revocation, supplement or change to this Agreement, nor any revisions to the Plans, nor any consents or waivers, may be made by anyone (including, but not limited to, the Corporation's superintendent or other employees), other than by (i) an officer of the Corporation, and (ii) an authorized employee of the Managing Agent, and in either case, only in writing.

- b. This Agreement shall be binding on legal representatives, successors and authorized assigns.
- c. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.
- d. The Corporation and Shareholder waive trial by jury in any action or proceeding under this Agreement.
- e. This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New York, and the parties hereto agree that jurisdiction to any controversy shall be with the courts of New York and determined in the county in which the Building is located.
- f. Any word or term in this Agreement that is used in the singular shall include the plural and vice versa. Any word or term of any gender shall include any other gender.
- g. If the Corporation asserts any claim or institutes any action or proceeding under this Agreement to enforce the provision hereof or based on a default or violation thereof by the Shareholder, then the Shareholder shall be responsible for all reasonable legal fees and costs of the Corporation in connection with such claim or in connection with any such action or proceeding in which the Corporation is the prevailing party. All amounts due from the Shareholder hereunder shall constitute additional rent under the Lease.
- h. Each notice, request, consent, election, demand or other communication (collectively, "**notice**") to be given or made hereunder by either party hereto shall be in writing and delivered to the address first above written, and shall either be delivered by hand delivery or by a nationally recognized next day delivery service (e.g. FedEx). Such notice shall be deemed given on the next business day after such hand delivery or the notice is placed in the possession of the delivery service.
- i. All attachments and exhibits hereto are incorporated herein and made a part hereof.

17. **Shareholder's Breach and Corporation's Remedies.** Any breach by the Shareholder of any of the provisions of this Agreement shall constitute a breach of the Lease and shall entitle the Corporation to exercise all of the rights and remedies therein provided. In addition, the Corporation shall also have the right (a) to suspend the Work and prevent workers from entering the Apartment for any purpose other than to remove their tools, and/or (b) to revoke its consent to the Work, and/or (c) to require that the Apartment be restored to its former condition prior to the commencement of the Work, and/or (d) to exercise any of the rights and remedies provided for herein. The remedies provided for herein and in the Lease shall not be exclusive and the Corporation shall also be entitled to exercise any of the remedies provided by applicable law.

IN WITNESS WHEREOF, Shareholder and the Corporation have executed this Agreement.

**300 West 23<sup>rd</sup> Street Owners Corp.**

By: \_\_\_\_\_  
 President or Authorized Representative

\_\_\_\_\_  
 Shareholder

\_\_\_\_\_  
 Shareholder

**EXHIBIT "A"**  
**TO THE ALTERATION AGREEMENT**  
**DETAILED LIST OF ALL PLANS, DRAWINGS, AND SPECIFICATIONS**

PLANS:

DRAWINGS:

SPECIFICATIONS:

**EXHIBIT "B"**  
**TO THE ALTERATION AGREEMENT**  
**PLUMBING/WATERPROOFING AND SOUNDPROOFING STANDARDS**

As provided in the Alteration Agreement, the Corporation reserves the right to require that any plumbing work, or a portion of plumbing work, be performed by a plumbing company designated by the Corporation. Any such work shall be performed at the Shareholder's sole cost and expense and shall be the Shareholder's sole responsibility.

Any time a Shareholder removes/replaces tile in a bathroom or cabinets in a kitchen, the shareholder must have the branch line (both supply and waste) pipes replaced to the point where these pipes join the waste or supply risers at the Shareholder's expense. In the event the Work involves exposing and/or moving plumbing pipes, the Corporation shall have the right to inspect and install new vertical risers where plumbing is in the original configuration.

Whenever new plumbing fixture(s) or gas pipe system(s) are installed or where any existing plumbing fixture or gas pipe system is altered, all plumbing lines, waste lines, vent lines, and gas lines shall be replaced in their entirety back to the riser/stack. New branch valves, check valves, shall be installed. In addition, new riser control valves must be installed on both the hot and cold water risers above the branch line connection.

New traps and steam control valves must be replaced/ installed on all radiators during demolition/renovation. The owner should be aware that if the T-stat control valves are used, the building still uses an independent timer that sends steam for a timed period when the outside temp is 55 degrees Fahrenheit.

Whenever a radiator is replaced and/or relocated, the supply and return steam/ condensate lines must be replaced back to the building's risers. Plumbing lines are to be removed and capped at the riser for any radiator chosen to be eliminated.

Replacement radiator installations shall also include new supply and return steam piping using black malleable steel pipes and fittings, new manual globe type isolation valves and optional automatic steam control valves, as well as new steam traps and associated piping. If a radiator enclosure is utilized, then an access panel must be furnished to facilitate servicing by building maintenance personnel.

Whenever adjacent walls or floors are disturbed during the Work affected steam lines must be replaced back to the Building's steam risers.

The Shareholder is responsible for the operation, maintenance and repair of fixtures and associated branch plumbing that form part of the Work.

All water control valves must be readily accessible at all times to allow rapid access in case of emergencies. Therefore, valves must never be buried within walls or solid partitions, or blocked by heavy furniture, bookcases and the like. Valves may be "out of sight," but with appropriate access provided.

Branch and riser valves must be easily and conveniently accessible for emergencies. Valves may be covered with access panels if such panels are installed directly in front of the valves and are large enough so that plumbing repairs to the valves and check valves can be accomplished reasonably. Panels shall be at least ten inches square and capable of being opened by hand or with a screwdriver. Access panels are not to be obstructed. **The Resident Manager of the Building must be consulted with regard to the minimum of clearance.** Any decorative cover panels or plates shall also be readily removable and not attached with screws. If an access panel is within cabinetry, nothing, including shelving, is permitted to prevent ready access.

Each fixture shall have individual fixture shutoff valves installed in an easily accessible convenient location.

All plumbing, valves, fittings, and associated material shall be New York City approved. All Work shall conform to the New York City Buildings Department rules and Consolidated Edison requirements.



Approval to install appliances, such as a dishwasher, ice maker, bidet, or steam unit is subject to review and approval of the reviewing architect and the Board and subject to the condition that, should there be complaints about noise, leaks, backing up of suds into other apartment, etc., the Corporation may require the appliance or fixture to be removed or the complaint resolved at the Shareholder's sole expense.

There shall be no reduction in the size of existing plumbing lines. It is the Shareholder's responsibility to ensure that all new branch lines are sized such that existing water and steam pressure and availability are sufficient for operation of the fixtures or other equipment being installed.

Relocation or offset of any plumbing riser, waste stack, vent stack, steam supply and return, or gas riser are expressly prohibited.

Waterproofing and soundproofing for complete bathroom replacement in the same location and/or tub to shower replacement:

- Any alteration that consists of the removal of the floor or wall finishes of a wet area, such as a bathroom or kitchen, must include the installation of continuous waterproofing membrane applied to the substrate. At bathtubs and showers, the membrane must extend the full height of the wall surrounds and as high as the tiles within the remainder of the bathroom area.
- All shower stalls, lead pans, must have an approved vinyl membrane installed under the shower pan. All lead pans must be made of "virgin lead", i.e., no pans made of recycled or recast lead will be permitted.
- Proposed application for installation of a new shower enclosure in the bathroom, all new showers must be installed over fully soldered lead pans with a minimum 4" upturn around the perimeter of the pan.-Per the requirements PC 417, waste outlets serving showers shall be at least 2" in diameter and shall have removable strainers not less than 3" in diameter with strainer openings not less than .25" in minimum dimension. The installation of the shower must include the replacement of the waste outlet. Shareholder's Architect is to provide a written methodology for the new trap installation without accessing the apartment below. Under no circumstances shall there be cutting, moving, and/or removing of the risers, supply, vent or drain lines.

Waterproofing and soundproofing for new kitchen floor and/or all floors:

- Where replaced, floors must have sound matting to reduce the sound and vibration transmission between floors.
- The underlying cinder fill may not be removed without specific approval of the Corporation, and only then if it can be demonstrated that the new construction will be significantly better in performance than the existing construction with regards to the transmission of sound and vibrations.
- Where pipes are located within the floor construction, the cinder fill may not be removed from the floors.
- At kitchen floors, the membrane must extend at least 8" up the perimeter walls. The contractor must follow industry standards for the installation of such materials as tile, stone, waterproofing, soundproofing, plumbing fixtures and fittings, etc. The Shareholder or the Shareholder's Designers will be responsible to submit complete construction details of the proposed installations for review by the Corporation's reviewing Architect/Engineer.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

**EXHIBIT "C"**  
**TO THE ALTERATION AGREEMENT**  
**ROOM LAYOUTS AND CONSTRUCTION**

1. Except as provided in paragraph 2 below, no alteration shall change the layout of apartment or materially change the use of its rooms in relation to apartments above or below it. No "noisy" rooms, such as a kitchen or bathroom, and no "noisy" appliances or other equipment, may be relocated or installed above or below a "quiet" room such as a bedroom or study.
2. All bathrooms and kitchens and associated plumbing must remain the same, *i.e.*, no "wet over dry" reconfigurations shall be permitted, provided however, that if clearly shown on the approved plans attached to this Alteration Agreement and specifically approved in writing, existing kitchens and bathrooms may be enlarged to incorporate adjacent areas, based on a determination by the Corporation that the potential detrimental impact thereof on the floor below will be de minimus. The Corporation shall have no responsibility to any party for such determination, and the Shareholder shall indemnify the Corporation in connection therewith, as provided in Alteration Agreement.
3. Where bathrooms or kitchens are expanded the floors of these rooms must have soundproofing and waterproofing installed as a part of the floor system. Waste and water piping in the extended portions of these rooms must be above the floor waterproofing.
4. All new interior walls shall be constructed of block and plaster or plaster on wire lath, or double sheetrock 5/8" thick. All construction shall be non-combustible and in accordance with the requirements of the New York City Building Code for Class I construction.
5. Carpeting and padding must cover at least 80% of the floor space of altered areas when the alteration is complete, excluding kitchens, pantries, bathrooms and entryways. No stone, ceramic tile, marble or other hard-surfaced flooring may be installed except within the original demising walls of the kitchen, pantry, bathroom or entryway unless the Corporation's approval is granted for an enlargement or rearrangement of these rooms, as described in paragraph 2 above, and the Corporation also specifically approves in writing an extension of the use of hard surface flooring.
6. In all cases where flooring is replaced the Corporation requires installation of a sound retardant underlayment beneath such floors.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

**EXHIBIT “D”**  
**TO ALTERATION AGREEMENT**  
**INSTALLATION OF APPLIANCES**

1. The Shareholder agrees not to cause or permit, without the Corporation’s specific prior written approval, the enlargement of existing bathrooms or the installation of additional bathing facilities. **In no event shall an existing bathroom be enlarged or reconfigured or any additional bathing facilities be installed which would cause a “wet” area to be located over a “dry” area in the apartment below.**
2. In no event shall the Shareholder install a kiln or similar oven not for cooking purposes, or perform any alterations which would entail cutting into the floor or ceiling slab of the Apartment for electrical or plumbing work or for any other purpose.
3. The installation of clothes washer/dryer, electric ovens and electric dryers are prohibited. Installation of steam showers, jacuzzi/whirlpool tubs, electric radiant heaters are considered on a case by case basis.
4. No portable dishwasher shall be installed in the Apartment. All appliances must be installed directly into the Building’s plumbing systems and installation must be approved by the Corporation’s Architect.
5. The Shareholder further expressly 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 herewith and approved by the Corporation in writing, provided, however, that appliances and fixtures may be installed in the place of appliances and fixtures set forth in the plans and specifications approved by the Corporation if such substitute appliances and fixtures are of like kind, function and basic specifications as the appliances and fixtures set forth in the plans and specifications approved by the Corporation.
6. In the event that there is a complaint concerning noise, vibration or exhaust heat from any appliance or other equipment installed, the Shareholder agrees to take immediate steps to eliminate the cause for the complaint and, in the event the situation is not resolved to the satisfaction of the Board of Directors, to remove such appliance or equipment.

None of the foregoing shall limit any of the Corporation’s rights under the Alteration Agreement.

**EXHIBIT “E”**  
**TO THE ALTERATION AGREEMENT**  
**THROUGH-WALL AIR-CONDITIONING GUIDELINES AND**  
**MASONRY OPENING GUIDELINES**

There is a fee for all new penetrations through the exterior walls of the building. This includes but is not limited to the installation of through wall air conditioner units, new windows, new doors, enlargement of existing openings. **No masonry openings or enlargement of openings are permitted on the north and east elevations in the building.** Masonry openings or enlargement of openings may be permitted on the west and south elevations on a case-by-case basis. For any Board approved new exterior opening (i.e. through-wall or split A/C units) there is a non-refundable fee of **\$1,000.00** (One Thousand Dollars and No Cents) **per opening** made payable to **300 West 23rd Street Owners Corporation.**

The through-wall air conditioner unit specifications and installation details shall be submitted for review and approval by the Corporation’s Architect/Engineer. The details shall indicate the new steel lintel, exterior wall flashing, vibration isolators, the outward pitch of the unit(s), and the louver style and finish. The following minimum notations are required for these installations:

- The new lintel steel shall bear a minimum of 4 inches onto the masonry on each side of the new condenser unit sleeve. Primer and finish coat enamel for steel lintels shall be a rust inhibitive alkyd based coating. Provide “Super Spec HP D.T.M. Alkyd Low Lustre P23” manufactured by Benjamin Moore, or approved equal.
- Waterproofing under the new sleeves should include integral end dams at least 4 inches high up the side walls.
- The new exterior architectural louvers are to be mounted flush with the face of the existing building masonry wall and must be centered beneath windows. The architectural louvers shall be aluminum, and shall match the building standard for color and finish.
- The building masonry wall cutting, repair work and through-the-wall AC unit installation guidelines and notes should be part of the proposed alteration plans. Any work to exterior masonry walls must be performed by a qualified masonry contractor. The contractor should be responsible for the safety of residents and should hold harmless the Corporation’s Board of Directors, their Agents and Representatives and Building staff from any liability which might occur during or as a result of the work by the contractor.
- If a new packaged terminal air conditioner (PTAC) unit is to be utilized, then it must be equipped with a steam heating coil. Such installations shall also include new supply and return steam piping using black malleable steel pipes and fittings, new manual globe type isolation valves and optional automatic steam control valves, as well as new steam traps and associated piping. An access panel must be furnished in the heating coil unit enclosure at the valves to facilitate servicing by building maintenance personnel.
- Sound data and manufacturer specifications must be submitted indicating that these units will not disturb any of the shareholder’s neighbors. Any recommendations from a sound consultant must be incorporated into the scope of work.

None of the foregoing shall limit any of the Corporation’s rights under the Alteration Agreement.

**EXHIBIT "F"**  
**TO THE ALTERATION AGREEMENT**  
**CONSENT AND NOTICE TO PROCEED**



**[Date]**

**[Shareholder(s)]**

**[Shareholder's (') Address]**

Re: **Alteration in Apt. \_\_\_\_ (the "Apartment")**

Dear **[Shareholder(s)]**:

We have reviewed the Alteration Agreement dated \_\_\_\_\_ submitted by you in connection with your proposed alterations of the Apartment. All capitalized words or phrases in this letter shall have the same meaning as defined in the Alteration Agreement.

The Corporation hereby consents to the proposed work referenced in the Alteration Agreement and specified in Exhibit "A" thereto. All of the plans submitted by you and approved by the Corporation's Architect, which sets forth the Work, shall be initialed by you, the Corporation's Architect, and an Officer of the Corporation. This consent is not effective until such Plans are fully initialed and have been delivered to the Corporation or its Managing Agent. Further, this consent is subject to all of the terms, conditions and provisions contained in the Lease and the Alteration Agreement.

This consent is also conditioned upon your commencement of the Work no later than \_\_\_\_\_, 20\_\_\_\_, and the completion of the no later than \_\_\_\_\_, 20\_\_\_\_ (the "Required Completion Date"), **120** (One Hundred Twenty) consecutive work days maximum after governmental approval. This deadline is material to our consent, and we have relied upon this representation by you in giving you this consent to proceed.

This consent is not a consent to any alterations other than those included in the Plans. Any deviation from the Plans, or additional alterations or work, must be consented to in writing by an officer of the Corporation or an authorized employee of the Managing Agent. Please note that neither the Superintendent nor any employee of the Corporation shall have the authority to give any consent or otherwise bind the Corporation.

Reminder: You must be in compliance with all pre-conditions set forth in Paragraphs 3 and 4 of the Alteration Agreement between us, including, but not limited to, the insurance requirements prior to the commencement of the Work.

Very Truly Yours,

**300 West 23<sup>rd</sup> Street Owners Corp.**

**By: \_\_\_\_\_, President**

**EXHIBIT "G"**  
**TO THE ALTERATION AGREEMENT**  
**NYC BUILDING CODE COMPLIANCE**

The Shareholder is responsible in ensuring that their hired “Architect/Engineer of Record” complies with ALL applicable laws, rules and regulations, a few as follows:

Three step process with regards to the New York City Department of Buildings (NYC DOB):

- Step 1: Filing of the Alteration Application
- Step 2: Issuance of a Building Permit
- Step 3: Sign-off

The Shareholder should provide copies of all forms filed with the City of New York for review by the building architect/engineer and for review by the Board. Unless the work is “signed-off” by a licensed professional and, for an Alteration Type I, a new/amended Certificate of Occupancy is issued, or, for an Alteration Type II or III a Letter of Completion is issued, the work is not considered completed by the DOB.

If the project is to be filed as an Alteration Type II under Directive 14, a Letter of Completion on NYC DOB letterhead at project completion must be provided.

The Shareholder must comply with the requirements of BC 28-106.1 by filing the appropriate Asbestos Forms as provided by a Certified New York City Asbestos Investigator.

If the work being proposed falls under the requirements of the NYECC. The architect must show/reflect/note in the plans either compliance with, or exception from this requirement (ECC 101.4.3).

All electrical work must be installed by a licensed electrician and filed at the New York City Bureau of Electrical Control (BEC).

All plumbing work must be installed by a licensed plumber and filed at the NYC DOB, typically in conjunction with the Alteration Application filed for the rest of the work. Provisions exist for the Plumber to file the work directly with the NYC DOB.

All work must comply with clearances as referenced in the American National Standards Institute (ANSI) Publication A117.1 (latest version) and with the provisions of Federal American with Disabilities Act, Federal FHA Requirements, and New York City Local Law 58/87. The most stringent provisions shall apply.

All new doors and walls must comply with clearances as referenced in the American National Standards Institute (ANSI) Publication A117.1 (latest version).

New electrical outlets, telephone outlets, etc. must be installed in compliance with American National Standards Institute (ANSI) Publication A117.1. None of these items “except where the use of special equipment dictates otherwise” shall be mounted less than 15” above the floor.

NOTE: Given the recent litigation by the Federal Government calling into question the validity of New York City’s Local Law 58/87 standards, and the subsequent revisions/clarifications of the standards by the NYC DOB, we require that the shareholders’ hired Architect to comply with the most stringent requirements as stated within the various laws.

Carbon monoxide detectors shall be installed in accordance with Local Law 7 of 2004, located within 15 feet of each room lawfully used for sleeping purposes.

New acoustical ceilings shall conform to the NYC Building Code. Clips, ceiling attachments and all other components of the suspension system must comply with Appendix R of the NYC Building Code. Hangers must be

¼" diameter steel rods and carrying channels must be 1 ½" cold-rolled .475#. The slab construction is cinder concrete, not stone concrete. Method of anchorage to the slab using "powder-actuated Hilti anchor" is **not permitted**. Use of an epoxy screen anchor (which Hilti also makes) would be acceptable. **A specific anchor should be approved by the reviewing architect/ engineer or the Resident Manager of the Building prior to use.**

Per BC 1207, sound transmission between common walls, floor and ceilings must have a minimum STC (sound transmission class) rating of 50 and doors between apartments and common hallways must have a minimum STC rating of 35. In addition, structure borne sound between floors and ceilings shall have a minimum IIC (impact insulation class) of 50.

For any proposed reconfiguration of the apartment, the plan should indicate the dimensions and calculations on the drawing that the new aggregate floor area and the existing window opening complies with requirements as stated in BC 1205.2.1 for natural light.

There are three types of "kitchens" per the NYC Building Code. The first is a "kitchenette" which measures less than 80 s.f. and requires either a window or mechanical ventilation, the second is a "kitchen" which is 80 s.f. or greater and requires a window or mechanical ventilation within the room. Both of these types of kitchens are separated from the remainder of the apartment via walls, doors and or dropped smoke soffits (BC 1211.2). The third type is a "super kitchen" that can be part of a larger room (i.e. living room). Windows provided for natural ventilation must include the square footage of the kitchen space, the stove must be in a direct line to a window and the maximum total room depth is less than 30'. The apartment in which a super kitchen is located must be at least a one bedroom apartment. Shareholders' architect must note compliance in the drawings.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

**EXHIBIT “G(a)”**  
**TO THE ALTERATION AGREEMENT**  
**NYC BUILDING CODE COMPLIANCE**

**300 West 23<sup>rd</sup> Street Owners Corp.**

**Policy and Guidelines in completing NYC Department of Building (NYC DOB) Forms:**

1. 300 West 23<sup>rd</sup> Street Owners Corp does not allow **self-certification** filings with the NYC DOB.
2. All NYC DOB application forms submitted to us must be COMPLETE with the shareholders’ information and signature. In addition, the forms must be properly stamped/sealed and signed by the Shareholders’ Licensed Architect or Filing Representative. Incomplete forms will be RETURNED.
3. PW-1 Form “*Plan/Work Application*”: Under #26, Owner Type, check the 4<sup>th</sup> box “*Condo Unit Owner or Co-op Tenant Shareholder 26A*” and check the “YES” box confirming that the Owner is a non-profit organization.
4. PW-1 Form “*Plan/Work Application*”: Under #26A “*Condo/Co-op Board or Corporation Second Officer*”, the following information should be reflected:

Name: **Steven Salargo**  
Title: **Assistant Secretary, 300 West 23<sup>rd</sup> Street Owners Corp.**  
Street Address: **C/O DEPM, 675 Third Avenue**  
City: **New York** State: **New York** Zip: **10017**  
Telephone Number: **212-350-2808**

5. **The PW-1 will be signed only AFTER the reviewing architect and the Board/Management have approved all aspects of the alteration and an alteration agreement has been signed.**
6. The plans filed in support of the permit application should be the exact plans approved by the reviewing architect and Board/Management as set forth in the alteration agreement.
7. NO AMENDMENT to the NYC Department of Building’s Department application is PERMITTED without approval from the Corporation’s Architect and/or the Board/Managing Agent.
8. Submit a completed copy of the PW-3 Form “Cost Affidavit” with the PW-1’s. PW-3 form must be completed and signed by the Shareholder.
9. **Please allow at least a week to two weeks review time of the Corporation’s Architect or Engineer of the NYC DOB application forms prior to the Managing Agent’s return of the signed DOB application forms.**

None of the foregoing shall limit any of the Corporation’s rights under the Alteration Agreement.



**EXHIBIT "H"**  
**TO THE ALTERATION AGREEMENT**  
**CONTRACTOR INSURANCE REQUIREMENTS**

Each of Shareholder's contractors shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Corporation, licensed to do business in the State of New York, and all such policies shall name the Corporation, the Corporation's Officers, Directors and Shareholders, the Corporation's Architect and the Managing Agent, 300 West 23<sup>rd</sup> Street Condominium, and renovating Shareholder(s) as additional named insured. No diminution of limits of insurance will be permitted.

1. **WORKER'S COMPENSATION** as required by law, together with Employer's Liability Insurance and Disability Benefits Insurance as required by the State of New York.
2. **COMMERCIAL 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 Section 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II Section B (1)) is to be deleted. The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also 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, (c) Contingent Liability Coverage, (d) Contractual Liability Coverage, (e) a Blanket Contractors endorsement and (f) 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.

**\$2,000,000.00** (Two Million Dollars and No Cents) **BODILY INJURY & PROPERTY DAMAGE**  
(combined single limit)

3. **COMPREHENSIVE AUTOMOBILE LIABILITY**, including non-ownership and hired car coverage, as well as owned vehicles:

**\$1,000,000.00** (One Million Dollars and No Cents) **BODILY INJURY & PROPERTY DAMAGE**  
(combined single limit)

4. **UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE**  
If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

**\$10,000,000.00** (Ten Million Dollars and No Cents) **COMBINED**  
(combined single limit)

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 the premiums due thereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days' written advance notice thereof to the Corporation. The Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently issued amending insurance coverage or limits.

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, or
- b) to take out and maintain the said insurance for and in the name of the Corporation, the Contractor or the Shareholder and, in such a case, the Shareholder agrees to pay the cost thereof and to furnish all information and consents necessary to permit the Corporation to take out and maintain such insurance for and in the name of the Corporation, the Contractor or the Shareholder.

The Contractor's 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 Exhibit "H" shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder from liability assumed under any provisions of this Alteration Agreement.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

**EXHIBIT "H(a)"**  
**TO THE ALTERATION AGREEMENT**  
**CONTRACTOR INSURANCE REQUIREMENTS**

**Liability/Automotive/Umbrella Insurance Certificates must be written as follows:**

**Certificate Holder:**

Douglas Elliman Property Management  
675 Third Avenue  
New York, NY 10017

**Additionally Insured:**

- (1) 300 West 23<sup>rd</sup> Street Owners Corporation
  - (2) 300 West 23<sup>rd</sup> Street Condominium
  - (3) Douglas Elliman Property Management
  - (4) \_\_\_\_\_\*
- Names of Renovating **Shareholder(s)** & Apt #

**Workers Compensation Certificates must be written as follows:**

**Certificate Holder:**

- (1) Douglas Elliman Property Management, 675 Third Avenue, New York, NY 10017
  - (2) 300 West 23<sup>rd</sup> Street Owners Corporation, 300 West 23<sup>rd</sup> Street, New York, NY 10011
  - (3) 300 West 23<sup>rd</sup> Street Condominium, 300 West 23<sup>rd</sup> Street, New York, NY 10011
  - (4) \_\_\_\_\_\*
- Names of Renovating **Shareholder(s)** & Apt #

\* Name of the shareholder(s)/tenant(s) of the apartment where the work will be performed.

**PLEASE NOTE: Original Certificates of Insurance must be presented prior to any work commencing in the Building/Apartment.**

**All renovations or interior work or exterior work (including window cleaning) in the apartment must be approved by Douglas Elliman Property Management (DEPM), Building Architect, and Board of Directors prior to scheduling work.**

Mr. Michael Ryan, Resident Manager: Tel (212) 243-3030 / Fax (212) 243-3035  
Ms. Marylou Tapalla, DEPM: Tel (212) 692-8421 / Fax (646) 843-2475  
Mr. Steven Salargo, DEPM: Tel (212) 350-2808/ Fax ((646) 843-2436

The standard insurance requirements for General Liability and all contractors, regardless of your trade is General Liability limits of \$2 million per occurrence and \$4 million general aggregate. To be clear, these limits **CAN NOT** be accomplished through a combination of General and Excess Liability.

Please also be advised that this is not specific to any one project or any one contract, it is a global change in the minimum requirements needed to work. It is our understanding that this is an industry wide change.

**EXHIBIT "I"**  
**TO THE ALTERATION AGREEMENT**  
**GENERAL ADDITIONAL GUIDELINES AND WORK RULES**

1. All Work will be performed strictly in accordance with the approved plans and specifications. The Shareholder agrees that no amendments to the approved plans and specifications or any changes of any kind in the scope in the proposed alterations shall be made without the written approval of the Board of Directors and/or its Representatives duly appointed by the Board. If any Work, other than as described herein, is performed, the Corporation and/or its Representatives reserve the right to stop the entire job.
2. The Corporation, acting through the Resident Manager, the Managing Agent, the Corporation's Architect or other designated Representatives has the authority to order Work suspended, in whole or in part, if the Shareholder is in breach of the Shareholder's Alteration Agreement with the Corporation, or if there is reason to believe that any aspect of Work being done is unauthorized or unsafe or there is a failure to cooperate with Work policies.
3. Periodical inspections must be scheduled with the Resident Manager during demolition, roughing, and finish. Failure to adhere to these inspections will result in non-refunded deposits. These inspections must take place during the following times: (a) Before & after demolition; (b) when roughing has been completed (the rough is when the walls are still open and any plumbing and electrical work carried out in the walls is visible for inspection prior to concealment); (c) close to finish (prior to owners punch list completion); and (d) on completion. Please use form as annexed as Attachment "B" (the "**Contractors and Shareholder's Agreement**").
4. Under no circumstances shall there be cutting, trenching, and/or channeling of the concrete floor or ceiling slabs. The Shareholders' Architect must place this note on the drawings.
5. A construction schedule is required as part of the Alteration Application process.
6. No portion of the Work that may be the subject of inspection may proceed unless it shall have been inspected or, if the Shareholder has given the Corporation notice that the Work is available for inspection, the Corporation shall have waived such inspection in writing.
7. Only five (5) alterations are permitted to be on-going within the building at one time. As such, the Shareholder may be required to wait to perform their renovation.
8. If directed by the Board, any pre-existing conditions arising from renovation or other work by Shareholders or their predecessors shall be corrected by the current Shareholders at their own expense.
9. The Board in its discretion may direct that renovation work it considers unsatisfactory shall be completed at the Shareholder's expense by other contractors satisfactory to the Board.
10. Exhaust vents are not to be interfered with, sealed, or used for any purpose such as additional venting apparatuses or dryers.
11. **Power impact tools and sledgehammers are prohibited. No jackhammers are to be used.** The use of electric hammers, electric saws, electric grinding or percussive tools or other power tools which cause, or may cause, undue disturbance, vibration or other damage to the Building, other premises or to other persons occupying or using the Building is not permitted at any time, unless specifically approved in advance, in writing, by the Resident Manager of the Building or the Managing Agent, who may condition such approval on such tools being used only during certain hours, which hours may be more restrictive than the general work hours set forth above.

12. All cabinetry and finished trim components shall be fabricated off-site. The application of spray finishes is not permitted in the Building. Debris shall not be piled in one room in a manner which places an unduly heavy load on the floor.
13. All holes in the floors and slab as well as divots from suspended ceiling hangers will be sealed using a 3 hour fire rated cementitious mixture.
14. No threshold saddle between apartment and public hall may be raised above the existing height.
15. **No oil based products are permitted.** Only water based paint, polyurethane, lacquer are permissible. Prior to painting /staining/sealing process, the apartment must be completely SEALED (vents, doors, windows and all openings) to control the fumes of water based materials from escaping the apartment.
16. Reasonable use of the service elevators will be permitted to transport renovation personnel, their tools and construction materials to the job site. Use of the service elevator must be minimized. Workers should arrive and leave together when possible. **At no time will the passenger elevator be used by renovation personnel or available to tradesmen for deliveries.** No mini containers in elevator. Accordingly, frequent use by renovation personnel is not practical, and the Resident Manager of the Building will schedule their use as he deems necessary to assure that the renovation does not unduly interfere with the normal operations of the building. Service elevator floors and walls and hallways must be protected with Masonite board.
17. Renovation personnel are expected to keep the public areas adjacent to the job site free from dust and debris. At least twice daily, they shall arrange to sweep and damp mop these areas and shall assure that these areas are clean and free from debris when they leave at the end of the work day. Accumulations of debris on the job site are not permitted, and arrangements must be made with the Resident Manager of the Building for their regular removal. No debris from a renovation may be left in the basement area or in the yard outside the basement. Debris left on the street for collection shall be left in secure bags or containers and shall be neatly stacked. The contractor shall assure that all dust or dirt from the renovation debris transported through the basement is promptly and completely cleaned up. As soon as possible, but not later than the end of the demolition phase of the renovation, the contractor shall assure there are adequate sanitary facilities on the job site for all renovation personnel.
18. The operations of the Building are exceedingly complex. To assure that renovation work proceeds as smoothly as possible without undue disruption of life in the building, cooperation with the Resident Manager of the Building and his Staff is essential. They are most knowledgeable about the intricacies of the building structure and systems, and their duties include trying to facilitate renovation work approved by the Board. The Board expects that they will be treated with the same respect and courtesy as it expects them to treat renovation personnel. At all times the Board expects that renovation personnel will adhere to the requests of the Resident Manager of the Building and his Staff and that in an emergency their instructions will be obeyed promptly and fully.
19. Protection of the first floor service entrance is required for deliveries.
20. All holes and potential pathways for rodent and insect entry must be sealed.
21. Where new wall tile is to be installed on a wall common to a public corridor, such tile shall be applied over wonderboard or cement plaster over metal stud furring.
22. Glazing of tiles and tubs with epoxy mixture requires use of exhaust fan for 24 hours to ensure proper ventilation.
23. Lacquer finishes must be applied at contractors shop when possible. If lacquer or French polishing is impossible to apply off site then an exhaust system vented to the outside of building is required.
24. All water, steam, and gas valves and all electrical panels and junction boxes shall remain reasonably accessible both during and after completion of the Work. If any portion of the Work should enclose such valves, panels or

junction boxes so that they are not easily accessible, such portion of the Work shall be removed at Shareholder's expense.

25. Any cabinetwork that is to be attached to walls or is not easily movable must provide immediate access to heating, plumbing, gas, electrical and telephone lines. Specific details must be reviewed with the Resident Manager of the Building and the Corporation's Architect.
26. Functioning fire extinguishers and smoke alarms shall be maintained in the Apartment during the Work. If the Shareholder is not residing in the Apartment during the performance of the Work, an early warning fire detection system shall be maintained. The Work shall not block access to any fire exits in the Building.
27. All awnings must be navy blue canvas.
28. All through wall air-conditioner installations must comply with the A/C Guidelines for the Building.
29. All work on terraces must comply with the Terrace Guidelines for the Building. Irrigation systems are not permitted.
30. Workers will be allowed into Building at 8:45 a.m. to set-up, work will commence at 9 a.m.
31. Daily clean-up of job site will commence at 4 p.m. All workers must be out of the building at 4:30 p.m. and apartment key returned at the front desk.
32. All renovation personnel shall log in at the front lobby before proceeding to the service entrance.
33. It is essential that no unauthorized persons be allowed in the Building. Architects and contractors are responsible for assuring that all personnel, including but not limited to those of their subcontractors and suppliers, involved in the renovation (hereafter termed "renovation personnel") comply with the building's security procedures. Contractors shall provide the Resident Manager a list of names of all subcontractors who are expected to have personnel working in the building before any will be allowed on the job site.
34. Contractors must abide by the following holidays (no work/construction):  
  
Federal holidays (New Year's day, Martin Luther King Day, President's day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving, Day after Thanksgiving and Christmas Day); Union holidays and other religious holidays. Rosh Hashanah, work will cease at 4 p.m. day before and no work Rosh Hashanah; Yom Kippur, work will cease at 4 p.m. day before and no work Yom Kippur; and Hanukah (work will cease at 4 p.m. day before and no work Hanukah).
35. General contractor must maintain a daily record of all workers in and out of the apartment.
36. Contractor must assign one person to open and close job site.
37. If possible, one toilet for workers use on job site must be provided and maintained by the contractor for the duration of the project. The contractor must also provide the paper towels and toilet paper for his workers.
38. No loud radio playing.
39. There must be an English-speaking supervisor at job site every day.
40. Prior to the commencement and during the progress of any work, the contractor shall be responsible for the prevention of hazards to personal property, including that of the Shareholder, the Building residents and the public. The contractor and his subcontractors shall be responsible for compliance with the Occupational Safety and Health Act (OSHA) and all applicable City, County and State laws and regulations. Walls common to another apartment or public hall must be sealed to prevent transmission of dust, dirt, odors and noise.

41. Architects and contractors are responsible for assuring that all renovation personnel comply with applicable safety rules and procedures. Use of “service stairs” in the building by renovation personnel is limited to **bonafide** emergencies, except as specifically authorized in writing by the Resident Manager of the Building or his duly designated deputy.
42. Emergency contact numbers must be posted on site at highly visible location next to elevator doors on apartment landings.
43. Absolutely **NO SMOKING INSIDE THE APARTMENTS, LANDINGS AND FIRE STAIRS OR WITHIN THE BUILDING/PREMISES.**
44. Contractors must (1) prominently display “no smoking” signs, (2) remove all ashtrays, (3) inform individuals smoking on the job site and in the Building that they are not in compliance with the law and may be subject to fines and penalties, and (4) instruct individuals found smoking to immediately extinguish any smoking materials.
45. Absolutely **NO CONSUMPTION OF ALCOHOLIC BEVERAGES, ILLICIT USE OF DRUGS, SMOKING AND INAPPROPRIATE CONDUCT BY ANY WORKERS ENGAGED IN CONNECTION WITH THE WORK ARE PROHIBITED EVERYWHERE IN OR ABOUT THE BUILDING.**
46. During demolition zip doors must be installed at the front entrance, inside the front entrance, and service doors.
47. Access to building shut off valves shall not be covered or sealed off.
48. New bathrooms and kitchens must be supplied with isolating shut off valves.
49. All extensive plumbing and electrical work must be executed according to NYC code and performed by a licensed technician. All required permits must be obtained and submitted to the Managing Agent prior to scheduling of work and all sign-offs must be obtained and submitted to the Managing Agent at the end of the job.
50. All piping exposed during alteration work, both new and existing, must be wrapped with durable, condensation absorbing, insulating material and supported with non-reactive materials. A minimum clear distance of 2” is required between hot and cold water pipes (separation must be filled by fiberglass insulation) and there must be no metal-to-metal contact between piping, conduit, BX, etc.
51. Abandoned plumbing lines are to be removed and capped at the risers.
52. Whenever a plumbing fixture is replaced and/or relocated, the branch lines for water supply, waste and venting must be replaced back to the Building’s waste and vent riser stack.
53. Branch lines including water, steam and drain as well as vents must be replaced up to their respective risers.
54. Stainless steel ball valves must be installed at riser locations. All access doors must allow free movement of these valves.
55. All pipes (water pipes and steam lines must be insulated) including branch drains must be insulated before cemented to prevent any acidic reaction.
56. Lead pans shall have a standing water test of 24 hours.
57. Any exposed vertical risers will be inspected by the Resident Manager of the Building for defects. Please contact the Resident Manager of the Building once exposed.
58. Relocated gas lines must be pressure tested from the meter and the contractor is responsible to obtain a “BLUE CARD” certifying compliance.

59. A minimum of 4 elbow swing for the hot water lines to allow for expansion.
60. No wood, plywood, or sheetrock shall be installed in bathrooms.
61. No single lever faucets in sinks or showers are allowed without check valves.
62. All pipe chases and other openings in cavity walls must be plastered over before any cabinets or furniture is built in. The Resident Manager of the Building must inspect prior to covering over of such openings. The integrity of the cavity and party walls must be maintained.
63. All work involving the replacement of plumbing fixtures which requires a water line or gas line shutdown must be cleared with the Resident Manager of the Building one week prior to commencement of work.
64. Garbage disposals, clothes washers/dryers and electric cook tops or ovens are not allowed in the Building.
65. Jacuzzis / steam showers, electric radiant heaters are allowed on a case-by-case basis.
66. Commercial quality ovens/stoves requiring separate ventilation are permitted on a case-by-case basis.
67. No copper or other tubing may be embedded in cement walls or floors.
68. Refrigerator and/or icemaker tubing must be copper and must be sheathed in plastic - installation must be observed and approved by the Resident Manager of the Building.
69. Replacement toilets are to be the 1.6 gallon models specified by the Department of Environmental Protection.
70. All new windows must match the existing windows on the building that includes the installation of Graham 3000 Double Hung Windows, Graham 7100 Series Out Swing Balcony Doors, and Optimum Fire Rated Lot Line Windows, baked enamel finish, 1" insulated glass, sweep lock and ultra lift balances including:
  - a) Product shall be Graham Series 3000 D.H., Graham 7100 Series Out Swing Balcony Door, and Optimum Steel Fire Rated D.H. Windows.
  - b) Color to be Black. Finish shall be baked enamel.
  - c) Glass shall be 1/8" annealed over 1/8" annealed.
  - d) Exterior frame shall be Flange. Panning to match existing windows.
  - e) Interior finish shall be Black baked enamel.
71. The Board in the exercise of its discretion may amend these rules at any time. In such case, the Board will provide concerned Shareholders and their renovation personnel with copies of the amended rules, which shall become binding immediately after they are received.
72. Nothing in these rules shall be deemed to limit in any way the discretionary authority of the Board to carry out its obligations relating to the proper operation of the Building or to assuring the continued safety, security, service and quality of life in the building.
73. The Board, Managing Agent, and other Building Agents are not responsible for renovating Shareholder's design. The Corporation makes no representations as to the design, feasibility, functionality or efficiency of the Alterations or whether the shareholder is able to obtain any required Permits therefor. Without limiting the generality of the foregoing and notwithstanding the consent to the Alterations, none of the Corporation, its Board of Directors, Employees or Agents that has made representation, are no way responsible to the Shareholder, for the location of any of the Systems or utilities.
74. The Corporation has no financial responsibility for renovating Shareholder to correct unforeseen conditions. The existence of any unforeseen, hidden or dangerous conditions discovered during the performance of the Alterations or for any increased cost, arising as a result of such discovery. Upon discovery of any such Systems, utility or unforeseen, hidden or dangerous condition, the Shareholder shall immediately cease any



work affected thereby, notify the Corporation's Managing Agent and not to recommence any such work without the Corporation's written approval. The Corporation will bear no responsibility, financial or otherwise, arising from the withholding by its Agents of any approval or the granting of such approval upon any Agent's conditions. The determination of what constitutes "unforeseen", "hidden" or "dangerous" conditions shall be made by the Corporation's Board of Directors in its sole discretion, but shall in all events include the discovery or exposure of ACM, the presence of which shall be corrected at the Shareholder's cost and expense by a licensed experts and in compliance with all relevant Laws.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

**EXHIBIT “J”**  
**TO THE ALTERATION AGREEMENT**  
**DUST CONTAINMENT PROCEDURE**

In connection with any demolition, alteration or construction, the Shareholder shall comply, and cause its contractors and workers to comply, with the following procedure:

1. Materials
  - a) Polyethylene sheeting: Provide 6.0 mils thick minimum flame-resistant polyethylene sheeting that conforms to requirements set by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Provide largest size possible to minimize seams.
  - b) Reinforced Polyethylene Sheeting: Provide 10 mils thick minimum translucent, nylon reinforced or woven polyethylene, laminated flame-resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Seale Fire Test for Flame Resistant Textiles and Films. Provide largest size possible to minimize seams.
  - c) Duct Tape: Provide duct tape in 2” of 3” width as indicated, with an adhesion which is formulated to stick aggressively to sheet polyethylene.
2. Construction of Dust Control Work Areas
  - a) Completely isolate work areas from other parts of the Building so as to prevent dust or debris from passing beyond the isolated area.
  - b) Individually seal all ventilation openings (supply and exhaust), doorways, windows, convectors, door grills, and other openings inside the work area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work is completed. Take care in sealing of convector to avoid melting or burning of sheeting.
  - c) Dust control enclosures (zip doors) shall be constructed at the entrance to the work area (in front of the apartment and inside the apartment door). The dust control enclosures shall have a flap opening (of at least 5’ high x 3’ wide) in one vertical side of the enclosure by sealing an extra layer of polyethylene sheeting with duct tape to the top side of the enclosure.
  - d) Install an exhaust fan, which must develop not less than 0.125” static pressure, which shall be operated until midnight during the drying of high volatile paint or staining operations.
  - e) Cover floors and any carpeting in public hall with one layer of reinforced polyethylene sheeting at least 10 mils in thickness. Place corrugated cardboard or “masonite” sheets on top of the polyethylene sheeting.
  - f) Sheet Plastic: Protect surfaces on the work area with one layer of plastic sheeting on floor and walls.
  - g) Cover floor of the work area with one layer of polyethylene sheeting, each at least 6 mils in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Duct tape all seams in floor covering. Locate seam in top layer six feet from, or a right angels to, seam in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.

- h) Cover all perimeter walls in work area with one layer of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape (overlap sheets 4" - 6") in the same manner. Tape all joints including the joining with the floor covering with duct tape.
- i) At the discretion of the Corporation, foam sealant or a similar product may be required to be used in pipe chases or other slab penetrations so as to minimize traveling dust or debris.
- j) At the discretion of the Corporation, the Managing Agent or the Resident Manager additional dust containment requirements may be asked to be installed.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

**EXHIBIT “K”**  
**TO THE ALTERATION AGREEMENT**  
**TERRACE GUIDELINES AND SUBMISSION REQUIREMENTS**

In order to obtain approval for the installation of planters, decking, exterior cladding or other semi-permanent items on any of the Building terraces or roofs, the Shareholder must supply in advance the following information to the Managing Agent for review by the Board of Directors and Building Architect if required:

A drawing at minimum 1/4” = 1’-0” scale showing the terrace/roof and the proposed layout of planters and/or other items. The plan shall show the calculated weight of each planter and the location relative to existing pavers, decking sleepers or other supports that bear directly on the roof membrane.

Unless a Registered Architect or Professional Engineer (RA/PE) is engaged to design the layout of planters and other elements on the terrace, the following limitations shall apply:

**PLANTERS:**

1. Planter boxes shall not exceed 9 cubic feet in size. Any combination of dimensions may be used to achieve this volume unless the dimensions create a footprint that exceeds the bearing capacity of the membrane system below. The maximum weight of any planter box with soil shall be 200 lbs. Planter box “fill” shall not exceed 65 lbs./SF gross weight for saturated soil (soil to consist of 1/3 perlite, 2/3 topsoil). Plants within planters shall be anchored with guy wires to planter box to prevent uprooting in high winds. The boxes shall be filled with Styrofoam “peanuts” for drainage, in lieu of stones. The depth of the peanuts shall be a minimum of 4”.

2. Boxes shall be arranged within the terrace perimeter with the following restrictions:

a) Planters shall be placed a minimum of 1’-0” away from any wall, drain, or other roof penetration (NOTE: Importantly, no planters shall be placed over removable pavers or decking covering drain locations),

b) Planters shall not block required egress from roof or terrace,

c) Planters shall be spaced so as not to create weight in excess of 30 lbs./SF over any area of 40 SF or more,

**d) Planters shall not be placed/hung on any parapet, railing, raised roofing structure, penthouse wall, or other building element,**

e) Planters shall not be placed directly upon a roof membrane or gravel ballast,

f) Nor shall the total gross weight of all planters placed on the terrace exceed 5 lbs. per square foot on the total terrace area (thus a 500 SF terrace may have up to 2,500 lbs. of planters).

g) Nor shall the weight placed on the roofing system by any one support exceed 16 lbs. per square inch.

3. No plants shall be allowed to exceed 6’-0” in height. Plants that exceed this height limitation shall be tied back to the building in a manner designed by the Building Architect.

4. Planter boxes shall be constructed of: a) treated or a “rot” resistant wood species, or b) plastic/resin material. No stone, concrete or clay containers are permitted due to weight considerations as well as moisture retention issues.

5. Any fasteners used are to be non-ferrous.

6. Drainage holes shall be provided at the bottom of all planters.

### **TRELLIS STRUCTURES:**

1. No trellis is to exceed 12'-0" in height.
2. Trellis shall be open a minimum of 50% over their surface areas.
3. No trellis shall block the view of adjacent Unit Owners, unless written permission is given.
4. Trellis shall be physically attached to the building structure in a manner approved by the Building Architect. Again, any fasteners used must be non-ferrous.
5. Trellis to be constructed for easy removal, i.e. bolted connections in lieu of nailed.

### **FURNITURE:**

1. Furniture to be stored in such manner as to prevent "blow-off" due to wind forces.
2. Canopies and umbrellas are to be physically attached to the building structure in a manner approved by the Building Architect. Note, new awnings are not likely to be approved; this rule applies to awnings already in place.

### **OTHER ISSUES:**

In the case of some terraces additional capacity may be available due to the presence of structural beams and even columns within the field of the terrace. If these structural elements exist then larger sized plants may be allowable if placed directly on top of these points. In the case of a column point, the size of the planter can be large. Any Shareholder considering increasing the weight of planters in these areas shall submit calculations by their RA/PE showing that the capacity of these elements is not exceeded. In no case shall the planters, however, exceed the crushing capacity of the roof system, which shall be calculated as 16 lbs. per square inch including existing pavers or other traffic surfaces. As a matter of course, no element of the roofing structure or membrane may be removed or altered to accommodate a planter or item of furniture or décor.

Attachment - All methodologies of attachment of items on the terrace shall be submitted to the Building's Architect for review. The Shareholder's RA/PE shall submit calculations showing attachment complies with NYC Building Code Requirements. The Building's RA/PE reserves the right to make changes to the submitted details with regards to their impact on common elements of the building, and the water tightness of the condition.

**Crucially, the Shareholder is responsible for the maintenance of all plant materials and containers and shall maintain all drains to be kept clear of dirt, leaves and other debris on a continuous basis. The Shareholder is financially responsible for any and all damage to the Building, other units or any property resulting from failure to keep drains clear and flowing at ALL TIMES. Violations are subject to the maximum penalty permitted under the Cooperatives by-laws and House Rules.**

Ivy - In some terraces unit owners allow ivy to grow on their brick masonry walls. This practice is detrimental to the masonry joints. Ivy roots in the mortar joints and breaks apart the mortar allowing water to enter into the Building. If unit owners desire ivy on the walls a wood trellis shall be installed.

Wood Decking - The Building Code of the City of New York limits the amount of wood decking to 20% of the roof area at that level. The Board of Directors may grant consent to a unit owner to install wood decking over a larger percentage of their terrace if other unit owners on the same level do not have wood decks on their terraces. Permission, however, will be granted on a case-by-case basis, with "revocable consent" on individual coverage that exceeds 20% of their personal area. Installation of wood decks shall be submitted with protection details for the waterproof membrane system.

- . Outdoor structures including greenhouses, sheds, large storage units are not permitted.
- . Outdoor carpeting is strictly prohibited for reasons of moisture retention.
- . Automatic watering systems are not permitted in any circumstance.
- . The Shareholder is responsible to move, at their expense, the planters for roof inspections, replacement, and repairs, if so directed by the Board of Directors. The repair of damage to common building elements caused by the placement or moving of the planters shall be solely borne by the Shareholder.
- . All drawings supplied by the Shareholder with regards to the planter layout shall be maintained in a file by the Board of Directors and/or Building Managing Agent. Any elements not approved and shown on the plans shall be removed by the Shareholder within two (2) weeks of notification by the Board or it's Representative.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

**EXHIBIT “L”**  
**TO THE ALTERATION AGREEMENT**  
**LEAD CONTAINMENT AND REMOVAL PROCEDURE**

All Work that disturbs lead based paint shall be performed by persons who are knowledgeable, qualified, and trained in the removal, treatment, handling and disposal of materials containing or contaminated with lead, and the subsequent cleaning of the affected environment. All such Work shall be conducted in accordance with all requirements, guidelines and recommendations of public authorities having jurisdiction in New York City relating to the conduct of alterations or renovations in the presence of lead-based materials, regardless of whether the same are legally binding, including, but not limited to:

1. OSHA Lead in Construction Regulations (29 CFR 1926.62);
2. USEPA RCRA Hazardous Waste Regulations (40 CFR Parts 260 through 271);
3. *Guide to Local Law #1 of 2004 Safe Work Practices* (New York City Department of Housing Preservation and Development) (portions pertaining to licensing and training, work methods, prohibited methods and occupant protection); and
4. *HUD Technical Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* (issued pursuant to Section 1017 of the Residential Lead-Based Paint Hazard Reduction Act of 1992).

Without limiting the foregoing,

1. The following methods must not be used while performing Work that disturbs lead-based paint or paint of unknown lead content:
  - a) Open flame burning or torching;
  - b) Machine sanding or grinding without HEPA (high efficiency particulate air filter) local exhaust control;
  - c) Abrasive blasting or sandblasting without HEPA local exhaust control;
  - d) Heat guns operating above 700 degrees Fahrenheit or charring the paint;
  - e) Dry sanding or dry scraping;
  - f) Use of methylene chloride or paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the United States Consumer Product Safety Commission at 16 CFR §1500.3, and/or a hazardous chemical in accordance with the United States Occupational Safety and Health Administration regulations at 29 CFR §§1910.1200 or 1926.59, as applicable to the Work; or
  - g) Use of compressed air.
2. The following general work practices must be followed:
  - a) Wet sanding, wet scraping, removal, enclosure, encapsulation, replacement, abatement and other maintenance and repair activities must be performed using standard construction and treatment methods, and in accordance with manufacturer's instructions, where applicable.
  - b) All surfaces where lead-based paint or paint of unknown lead content has been disturbed must be sealed and finished with appropriate materials. Underlying surface substrates must be dry and

protected from future moisture before applying a new protective coating or paint, and all paints and coatings must be applied in accordance with the manufacturer's recommendations.

3. Demolition of materials containing lead based paint shall be performed in accordance with the following special requirements:
  - a) Demolish in a manner which minimizes the spread of lead contamination and generation of lead dust.
  - b) Implement dust suppression controls, such as misters, local exhausts ventilation, etc. to minimize the generation of airborne lead dust.
  - c) Segregate work areas from non-work areas through the use of barrier tape, poly sheeting, etc., including adhering to the requirements of Exhibit 9(e) to the Alteration Agreement involving dust containment procedures.
  - d) Clean up immediately after demolition has been completed
4. In addition to proper containment methods and engineering controls respecting lead emissions and contamination, the following clean-up activities shall be required:
  - a) All lead waste material and visible accumulations of debris, paint chips and associated items shall be removed and containerized.
  - b) During clean-up, rags and sponges wetted with lead-specific detergent and water shall be utilized throughout. HEPA filtered vacuum equipment shall be employed to minimize dust exposure levels. All mop heads, waste water, broom heads, rags, and sponges used in the clean-up activity shall be disposed of as lead contaminated waste.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.



**EXHIBIT "M"**  
**TO THE ALTERATION AGREEMENT**  
**PURCHASER'S ASSUMPTION OF ALTERATION AGREEMENT<sup>1</sup>**

WHEREAS, simultaneously with its execution and delivery of this Assumption of Alteration Agreement, the undersigned is becoming the owner of the shares (the "**Shares**") in the \_\_\_\_\_ (the "**Lessor Corporation**") and the proprietary lease appurtenant thereto that relates to Apartment \_\_\_\_ (the "**Apartment**") in the building known as \_\_\_\_\_(the "**Lease**"); and

WHEREAS, a prior owner of the Shares and Lease (the "**Shareholder**") and the Lessor Corporation entered into an Alteration Agreement dated \_\_\_\_\_ (the "**Alteration Agreement**"), a copy of which is attached hereto,

WHEREAS, the Alteration Agreement (1) provides that any person acquiring Shares and a Lease shall assume the obligations of the Shareholder under the Alteration Agreement and (2) authorizes the Corporation not to consent to or to register the transfer of such Shares and Lease to the Apartment to any person unless and until such person assumes the obligations of the Shareholder under the Alteration Agreement.

NOW, THEREFORE, in order to induce the Corporation to consent to, and register on the records of the Corporation, the transfer of the Shares and Lease to the Apartment to the undersigned, the undersigned hereby ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement to be performed or observed by the Shareholder thereunder (including the provisions of Paragraph 15 thereof pertaining to future transfers).

Henceforth, the term "Shareholder" as used in the Alteration Agreement shall mean the undersigned with the same force and effect as though the undersigned had been the original Shareholder thereunder. Any breach of this Assumption of the Alteration Agreement or of the Alteration Agreement shall constitute a breach of the Lease appurtenant to the Apartment. This Assumption of Alteration Agreement shall be binding on, and enforceable against, the undersigned and the undersigned's estate, heirs, executors, administrators, personal representatives, successors and assigns.

\_\_\_\_\_, New York \_\_\_\_\_

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

State of New York                    }  
  }  
County of New York                }        ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that [she][he] executed the same.

\_\_\_\_\_

<sup>1</sup> To be executed by a purchaser where the apartment being acquired is the subject of an Alteration Agreement in the Managing Agent's files.

**ATTACHMENT "A"**  
**TO THE ALTERATION AGREEMENT**  
**INDEMNIFICATION AGREEMENT AND INSURANCE PROCUREMENT**

Whereas \_\_\_\_\_ ("**Contractor**") is and will be performing certain work for \_\_\_\_\_ ("**Shareholder/Unit Owner**") pursuant to an Agreement for \_\_\_\_\_, the Contractor and Shareholder/Unit Owner hereby agree:

**INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless *Shareholder/Unit Owner, 300 West 23<sup>rd</sup> Street Corporation, 300 West 23<sup>rd</sup> Street Condominium, its officers and employees and Douglas Elliman Property Management* from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by the *Shareholder/Unit Owner, 300 West 23<sup>rd</sup> Street Corporation and 300 West 23<sup>rd</sup> Street Condominium*. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the *Shareholder/Unit Owner, 300 West 23<sup>rd</sup> Street Corporation, 300 West 23<sup>rd</sup> Street Condominium, its officers and employees and Douglas Elliman Property Management* without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of *Shareholder/Unit Owner, 300 West 23<sup>rd</sup> Street Corporation, 300 West 23<sup>rd</sup> Street Condominium, its officers and employees and Douglas Elliman Property Management* either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise.

**INSURANCE PROCUREMENT**

Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer's liability coverage of not less than \$1,000,000.00; (b) commercial general liability insurance with a minimum limit of \$2,000,000.00 per occurrence and \$4,000,000.00 in the aggregate, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000; and (d) umbrella liability insurance with a limit of \$10,000,000 per occurrence and a general aggregate of \$10,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause *Shareholder, 300 West 23<sup>rd</sup> Street Corporation, 300 West 23<sup>rd</sup> Street Condominium, its officers and employees and Douglas Elliman Property Management* to be named as Additional Insured. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insured thereunder to be primary to and not concurrent with other valid and collectible insurance available to *Shareholder/Unit Owner, 300 West 23<sup>rd</sup> Street Corporation, 300 West 23<sup>rd</sup> Street Condominium, its officers and employees and Douglas Elliman Property Management*. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the *Shareholder/Unit Owner, 300 West 23<sup>rd</sup> Street Corporation, 300 West 23<sup>rd</sup> Street Condominium, its officers and employees and Douglas Elliman Property Management* thereunder to be first tier umbrella/excess coverage above the primary coverage afforded to *Shareholder/Unit Owner, 300 West 23<sup>rd</sup> Street Corporation, 300 West 23<sup>rd</sup> Street Condominium, its officers and employees and Douglas Elliman Property Management* and not concurrent with or excess to other valid and collectible insurance available to *Shareholder/Unit Owner, 300 West 23<sup>rd</sup> Street Corporation, 300 West 23<sup>rd</sup> Street Condominium, its officers and employees and Douglas Elliman Property Management*.

Dated: \_\_\_\_\_

**Shareholder/Unit Owner**

**Contractor**

By: \_\_\_\_\_

By: \_\_\_\_\_

**ATTACHMENT "B"**  
**TO THE ALTERATION AGREEMENT**  
**CONTRACTORS AND SHAREHOLDERS AGREEMENT**

Subject: **300 West 23<sup>rd</sup> Street, Apt.** \_\_\_\_\_  
**New York, NY 10011**

Renovation work must comply with building policies pertaining to periodical inspections. Periodical inspections must be scheduled with the Resident Manager during demolition, roughing, and finish. Failure to adhere to these inspections will result in non-refunded deposits.

**These inspections must take place during the following times:**

a) **Before & after demolition:**

Sign off \_\_\_\_\_ Date: \_\_\_\_\_

b) **When roughing has been completed** (the rough is when the walls are still open and any plumbing and electrical work carried out in the walls is visible for inspection prior to concealment):

Sign off \_\_\_\_\_ Date: \_\_\_\_\_

c) **On finish** (prior to owners punch list completion):

Sign off \_\_\_\_\_ Date: \_\_\_\_\_

d) **On completion:**

Sign off \_\_\_\_\_ Date: \_\_\_\_\_

**Please be advised this Agreement does not hold the Board of Directors and Officers of 300 West 23<sup>rd</sup> Street Owners Corp. and 300 West 23<sup>rd</sup> Street Condominium, Resident Manager & Employees, Reviewing Professionals for the Cooperative and Douglas Elliman Property Management and/ or any other third party of 300 West 23<sup>rd</sup> Street Owners Corp. and 300 West 23<sup>rd</sup> Street Condominium liable or responsible for any present or future incidents that may occur due to ill workmanship other than the contractor and / or the shareholder(s) (refer to the Alteration Agreement).**

**Violation of the rules will lead to access denial to the building and job/work shut-down.**

**I understand and agree fully:**

\_\_\_\_\_  
**Print Company Name of Contractor**

\_\_\_\_\_  
**Name and Title of Authorized Representative of the Contracting Company**

\_\_\_\_\_  
**Signature of the Authorized Representative of the Contracting Company**

**Date:** \_\_\_\_\_ **Contact #:** \_\_\_\_\_

**ATTACHMENT "C"**  
**TO THE ALTERATION AGREEMENT**  
**W-9 FORM**

Form <b>W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	<b>Give Form to the          requester. Do not          send to the IRS.</b>
--	--	--

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																				
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="center" colspan="9">Social security number</td> </tr> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table>	Social security number																		
Social security number																				
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="center" colspan="9">Employer identification number</td> </tr> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table>	Employer identification number																		
Employer identification number																				

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
<b>Sign Here</b>	Signature of U.S. person ▶ _____  Date ▶ _____

**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# ATTACHMENT “D”

## TO THE ALTERATION AGREEMENT

### BUREAU OF ELECTRIC INFORMATION

#### Checklist

- If you are not sure if the work you intend to do requires an electrical permit, call BEC at 212-669-8353.
- Hire a New York City licensed electrician for work that does require an electrical work permit.  
To find a licensed electrician, contact a professional organization such as the NY Electrical Contractors Association at 212-481-0530, or log on to NYC.gov/buildings BIS system for the list of licensed electrician.
- Have your licensed electrician complete and submit to BEC an Application for a Certificate of Electrical Inspection.  
All electrical applications must be signed by the owner of the premises or an authorized representative and the electrician performing the work.
- If completed properly, the application is entered into a central computer system and given a control number. A permit is then mailed to the licensed electrician.  
If the application is not completed properly, it will be returned by mail to the applicant with a form detailing the errors.
- When the electrical work is completed, the electrician arranges for an inspection by scheduling an appointment with BEC.  
If the work complies with the NYC Electrical Code, the Inspector signs off on the application. Once all associated fees are paid, a Certificate of Electrical Inspection is mailed to the licensed electrician.  
To ensure that the work was completed properly and inspected by BEC, ask your licensed electrician for a copy of the Certificate of Electrical Inspection.

#### New York City Department of Buildings

**Executive Offices / 212-566-5000**  
280 Broadway, New York, NY 10007

**Manhattan Borough Office**  
280 Broadway, New York, NY 10007

**Bronx Borough Office**  
1932 Arthur Avenue, Bronx, NY 10457

**Brooklyn Borough Office**  
210 Joralemon Street, Brooklyn, NY 11202

**Queens Borough Office\***  
120-55 Queens Boulevard, Kew Gardens, NY 11424  
(\*new location effective Summer 2003)

**Staten Island Borough Office**  
Borough Hall, Staten Island, NY 10301

**Bureau of Electrical Control**  
Municipal Building  
1 Centre Street, New York, NY 10007

**Investigation and Discipline / 212-442-2000**  
11 Park Place, New York, NY 10007

**Department of Investigation / 212-825-5959**  
80 Maiden Lane, New York, NY 10039

#### Call 311 to:

- Report illegal construction work.
- Reach DOB Program Units

For comprehensive information about DOB, to check the status of a filing on the Building Information System (BIS), and to download plan/work approval forms and the Building Code, visit NYC.gov/buildings.

#### Mission

The NYC Department of Buildings ensures the safe and lawful use of buildings and properties by enforcing the Building Code and Zoning Resolution. We facilitate development with integrity, efficiency and professionalism.

Michael R. Bloomberg, MAYOR  
Patricia J. Lancaster, AIA, COMMISSIONER



Electrical work is defined by the NYC Electrical Code as “installing, altering or repairing any wiring or appliances for electric light, heat or power.” For example, changing a lightbulb is not considered electrical work, but changing the light switch or fixture is. An electrical code was enacted to establish standards to protect both the public and property of the City of New York.

#### ▶ Electrical license and permit requirements

Electricians are required to be licensed by the Department of Buildings (DOB), and only licensed electricians or their employees may perform electrical work in NYC.

An electrical permit is required for most electrical work performed in your home or business. This includes all handling of electrical wires.

DOB’s Bureau of Electrical Control (BEC) issues electrical permits. Upon receipt of a properly completed application, BEC typically will issue a permit within three business days.

#### ▶ To verify an electrician’s license

To verify that the electrician you are planning to hire is licensed, call 311 or log on to DOB’s website at NYC.gov/buildings and follow the prompts for the Building Information system (BIS).

#### ▶ Application and permit fees

Application fees are subject to change. Call 311 for current application fees.

Permit fees are based on the scope of the proposed work (see fee schedule printed on the back of the permit application).

#### ▶ Consequences of working without a permit

If electrical work is performed without a permit, the owner of the building, as well as the individual who performed the illegal work, may be subject to violations, summonses, court appearances and fines.

Furthermore, if your electrical contractor is unlicensed, he or she will be cited for working without a license.

To resolve electrical violations, you must hire a licensed electrician to file an application and correct the violation.

To report work that is performed without a permit, call 311, or log on to DOB’s website at NYC.gov/buildings to register a complaint online. You can also write to BEC’s Chief of Enforcement.

To report unprofessional conduct by a licensed electrician, contact DOB’s Investigation and Discipline Unit at 212-442-2000.

#### ▶ NYC Adopts National Electrical Code

In 2002, the City adopted the 1999 National Electrical Code (NEC) — a recognized industry standard with local amendments that adapt it to the unique conditions found in NYC. Adoption of the NEC updates NYC’s antiquated electrical code for the first time in more than three decades.

The new electrical code recognizes the enormous technological advancements that have occurred since the 1960s, including low voltage systems, fiber optics, digital control systems, and solar and fuel cell technologies, and will greatly speed up the approval process for jobs involving such systems. The new code will be updated on a tri-annual basis.

This brochure provides general guidelines. If you have specific questions, call the DOB’s Bureau of Electrical Control at 212-669-8353 or your licensed electrician.

**ATTACHMENT "E"**  
**TO THE ALTERATION AGREEMENT**  
**DOB LETTER RE: NEW MASONRY OPENING**



NYC Department of Buildings  
240 Broadway, New York, NY 10007

Patricia J. Lancaster, FAIA, Commissioner

July 17, 2006

James P. Colgate, R.A., Esq.  
Executive Architect  
Office of Technical Affairs  
Phone: (212) 566-3204  
Fax: (212) 566-3786  
jamescol@buildings.nyc.gov

Re: Through-wall Air Conditioning Units

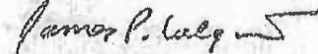
Please be advised that any work cutting through an exterior wall, such as for a new window opening or for a new through the wall air conditioner, is defined as "work not constituting minor alteration or ordinary repairs" pursuant to Building Code § 27-126(a). Therefore, if a new opening in an exterior wall is proposed to accommodate an air conditioner, a work permit is required pursuant to § 27-147.

Such an alteration is distinguished from an ordinary repair, such as removal and replacement of up to 10 square feet of one wythe of brick as outlined in TPPN 1/99. The reason is that in an ordinary repair, the replacements are "equivalent materials or equipment parts that are made in the ordinary course of maintenance," and such repairs "do not in any way affect health or the fire or structural safety of the building," as per § 27-125. A new opening in the exterior wall, on the other hand, is a change in a building -- one that requires an architect or engineer to make a determination as to whether the alteration would have structural implications, would create noncompliances with regard to Building Code Table 3-4, and that the installation is completed in accordance with the requirements of the code.

Please also be advised that an electrical permit may be required if a dedicated receptacle of the required amperage is not located at the new air conditioner location. Additionally, an equipment work permit and equipment use permit may be required, such as where a new air conditioner is to be located on a protected opening on a lot line, or is more than 3 tons rated capacity, etc., per §§ 27-180, 27-184. Lastly, if the building is Landmarked or in an historic district, permission may be required by the Landmarks Preservation Commission.

If you have any further questions, please do not hesitate to write.

Sincerely,

  
James P. Colgate

Cc: Patricia J. Lancaster, FAIA, Commissioner  
Fatma M. Amer, PE, Deputy Commissioner  
Leslie Torres, Assistant Commissioner  
Ronald K. McCain, RA, Director  
William Neeley, Landmarks Preservation Commission

NYC.gov/buildings

#34250

July 24, 2006

RE: Department of Buildings Filing requirements  
for Through Wall Air Conditioner installations

Attached please find a copy of a letter issued by The Department of Buildings regarding new through wall air conditioning installations.

The Department of Buildings has changed their position regarding filing for through wall air conditioners. The DOB now requires the following:

1. A licensed Engineer or Architect must file an Alteration Type II with the Department of Buildings,
2. A contractor must obtain a Work Permit
3. The application must be signed off at the jobs completion.

Please note that filing with the Landmarks Preservation Commission (where applicable), is in addition to filing with the Department of Buildings.

If you have any questions please contact our office.

**300 WEST 23RD STREET OWNERS CORP.**  
**300 West 23rd Street**  
**New York, New York 10011-2240**

**PLEASE READ AND SIGN THE ACKNOWLEDGMENT BELOW.**

The undersigned understands and acknowledges that transfer of the shares described herein is subject to the approval of the Board of Directors of 300 West 23rd Street Owners Corp. and subject to the terms and conditions of the Proprietary Lease. The undersigned also states that he or she has read, understands and accepts the rules and guidelines set forth in the Proprietary Lease, the by-laws, House Rules and Sublet Policy of 300 West 23rd Street Owners Corp. and agrees to abide by same.

Signatures of Prospective Purchaser(s):

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

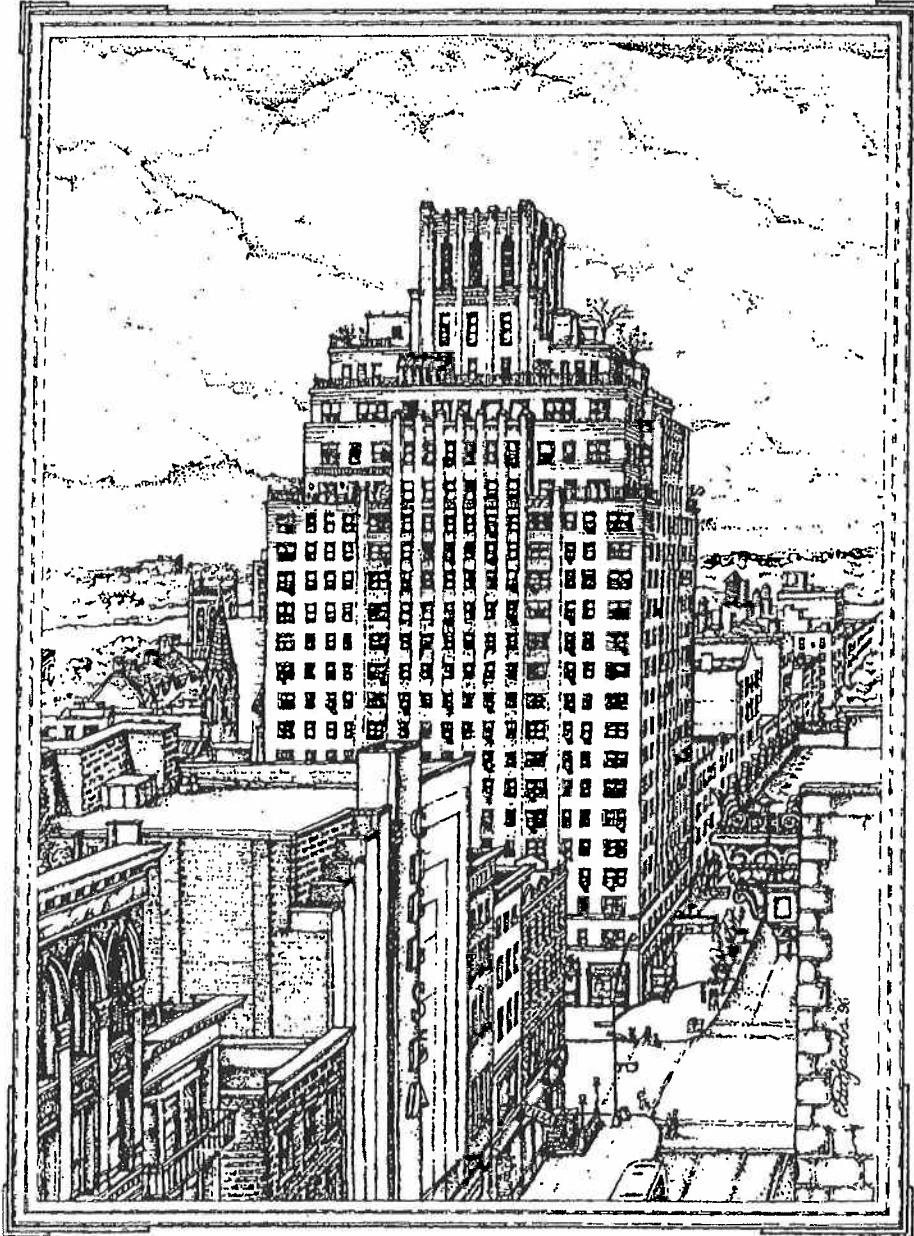
Dated: 20 \_\_\_\_\_



1.  
300 West 23rd Street Owners Corp.

# HOUSE RULES

RESIDENTS' POLICIES & PROCEDURES



Issued October 1997

AMENDED February 2011

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**Penalty for Late Payments**

Shareholders will be charged an administrative processing fee of \$50.00 per month for any maintenance payment received by the managing agent after the 10th day of the month.

**Move- In/Move-Out Rules**

Household Moves - The service/freight elevator is available to shareholders moving in or out of the building weekdays (Monday, Tuesday, Wednesday and Friday) between 8 a.m. and 4 p.m. and Thursday, between 8 a.m. and 2 p.m. (these are the hours the staff is present to operate the service elevator), provided arrangements are made in writing with the Resident Manager and approved at least **ONE (1) WEEK in advance** of the move. There will be no moves on weekends and holidays; check with the Resident Manager to confirm to which holidays this applies. The passenger elevators are never to be used during a move, with the occasional exception of very delicate items that should not go on the conveyor belt. In these cases, the shareholder must sign a statement acknowledging that they are responsible for any damage to the passenger elevator cab or floor. Further, the shareholder must make sure that building staff have adequate notice to put in place protective padding on the cab walls and floor. Such arrangements, regarding the passenger elevators, must be made in writing with the Resident Manager and approved at least **ONE (1) WEEK in advance**. Mover/Moving Company must provide the proper endorsed insurance certificates prior to the scheduling of any move-in or move-out. There are also applicable non-refundable move-in and move-out fees and a refundable security deposit.

Large Package Deliveries - The service/freight elevator is available to shareholders for large package deliveries weekdays (Monday, Tuesday, Wednesday and Friday) between 8 a.m. and 4 p.m. and Thursday, between 8 a.m. and 2 p.m., provided arrangements are made with the Resident Manager and approved **in advance**. **Large packages are not to be delivered through the front door and conveyed in the passenger elevators, and doormen are not available to receive and catalog such large items.**

**Elevator Operations**

The service/freight elevator may be operated only by employees of the Corporation.

**Work Orders**

Work orders requesting repairs within individual apartments must be completed at the doorman's station. Only repairs associated directly with the building and its upkeep, such as repairs to plumbing lines reaching an apartment, will be made by building staff. All other repairs are the responsibility of the shareholder or tenant. Building staff can assist in an emergency, such as in the handling of a plumbing leak, though they are not available to effectuate permanent repairs of apartment fixtures. Those are the shareholder's responsibility.

**Personal Services by Building Staff**

No resident may employ any of the building staff for personal business during the employee's working hours.

**Messenger Access**

Messengers and trades people must use building entrances and exits as designated by the Resident Manager, building staff or managing agent. Trades people, such as contractors, electricians, painters, etc. must register with the doorman before entering the building. Some of these, if carrying tools, may be directed to use the service/freight entrance which is to be operated by a building staff person. Trades people may work **ONLY** in the building between 9 a.m. and 4:30 p.m. Monday – Friday (except holidays).

**Building Staff Access**

The agents of the Corporation, and any contractor or workman authorized by the Corporation, may enter any apartment at any hour of the day to deal with an emergency. Examples include but are not limited to: vermin, gas leak, water leak, medical care, etc.

### **Non-Resident Access**

Any shareholder who intends to permit non-residents access to his/her apartment must provide written authorization at the doorman station before such access will be granted. Shareholders authorizing such access must make arrangements directly with their visitors regarding keys. "House Keys" (shareholder apartment keys kept at the doorman's station) can be loaned to visitors only when a shareholder has given permission in advance, in writing. Shareholders are required to make sure that the doorman has a set of keys for use in emergencies.

In addition to written authorization by the shareholder, non-resident visitors are required to sign the visitor log upon each arrival and departure of the building.

Finally, shareholder guests must be in compliance with the stipulations of the proprietary lease.

### **Keys for Apartment Access**

"House Keys" - It is required that residents maintain a set of "House Keys" at the front desk to be used by staff to gain admittance to apartments during emergencies: fire, burst water pipe, medical emergency, etc. The cost of gaining emergency entry to an apartment (locksmith, door replacement, etc.) whose owner has not provided a "House Key" will be charged to the shareholder.

"Guest Keys" - Residents are also encouraged to maintain a set of "Guest Keys" separate from the House Keys at the front desk. Shareholders must either arrange for these keys to be transferred to their guests or provide written authorization in advance of a guest's arrival. Otherwise, under no circumstances will the doorman loan keys to non-residents outside the presence of the shareholder.

### **Lobby Commercial/Professional Space**

No part of the lobby shall serve as a waiting area for the practice of any professional occupying the Lobby's Commercial/Professional Space. No clients or patients shall be permitted to sit, stand or wait in the lobby.

### **Use of Halls and Stairs**

The public halls, stairways, fire towers, balconies of the building shall not be obstructed or used for any purpose other than entering or existing apartments. No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in these areas at any time.

### **Public Area Furnishing/Decorating**

No public hall of the building shall be decorated or furnished by any resident in any manner without the prior written consent of the Board. No objects shall be placed in the halls, stairways, balconies, or fire towers, nor shall any objects be hung, draped or exhibited from the doors, windows, terraces or balconies or placed on the exterior window sills of the building. This includes mats placed on the hallway floors.

### **Monitoring of Children in Public Areas**

Children shall not be permitted to play in the public halls, stairways, fire towers, balconies or elevators and shall not be permitted on terraces unless accompanied by an adult.

### **No Smoking**

Smoking is prohibited in all public areas of the building.

### **Pets/Animals**

No animal of any kind may be kept or harbored in the building unless expressly permitted in writing by the Corporation. In no event shall dogs be permitted on elevators or in any of the public areas of the building, including hallways and lobby, unless carried or leashed and under strict control. The Corporation reserves the right, on behalf of shareholders, to require any animal not under strict control to be removed permanently from the building.

No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or other public areas of the building, or on the sidewalks or streets adjacent to the building.

### **Apartment Floor Covering Requirements**

Unless expressly authorized by the Board of Directors, apartment floors must be covered with rugs, carpeting or equally effective noise-reducing material. A minimum of 80 percent of the main floor areas must be covered. Kitchens, pantries, bathrooms, closets, and foyers are exempt from this requirement.

### **Noise-Making**

No resident shall make or permit any disturbing noises in the building which will interfere with the rights, comfort or convenience of other residents.

No resident shall operate a radio or other sound system, television, or musical instrument before 9 a.m. or after 9 p.m. at a level or in a manner that disturbs neighbors. No construction, repair work, or other installation involving noise is permitted in any apartment except as described in Alterations Applications in Section II.

### **Window Displays**

No sign, notice, advertisement or illumination shall be inscribed or displayed on or at any window or other part of the building unless approved in writing by the Corporation or its Managing Agent.

### **Window Cleaning Requirements**

Shareholders are required to keep apartment windows clean. Residents may be notified in writing to clean their apartment windows within thirty (30) days. Should a resident not comply with this request, the Corporation reserves the right to authorize agents to enter the apartment for this purpose. The cost of such cleaning shall be borne by the shareholder.

### **Terrace Planting**

No resident may install any structures or significant plantings on any terrace without prior written approval of the Corporation through its Managing Agent. Comprehensive rules applying to terrace structures, plantings and use are available from the Managing Agent. These guidelines and rules for plantings address such issues as weight, drainage, planter placement and maintenance. These rules are critical to maintaining the structural integrity of our building and are important to the economics of the building as a whole. Remember, terraces are actually roof structures and require proper management and care.

The Corporation, through building staff, shall conduct inspections of terrace plantings semi-annually or more often as warranted. Should repairs or alterations be required, the shareholder shall have thirty (30) days to complete them unless there is a situation requiring immediate remediation for the sake of the roof integrity or another similarly pressing matter. Should damage be caused by negligence or non-compliance with the rules governing terrace plantings and terrace maintenance, all costs for repairs shall be borne by the resident. **The maintenance of a shareholder's terrace, including the clearance and functioning of terrace drains, is the responsibility of that shareholder, regardless of the source of any debris or other matter that may interfere with terrace integrity or drainage.**

**Refer to Appendix A on page 11 for Complete Terrace Guidelines and Submission Requirements.**

### **Antenna Installation**

No radio, television antenna, or satellite dish may be attached to or hung from the exterior of the building.

### **Air Conditioner Restrictions**

Air-conditioners, fans or ventilators may be installed **ONLY** under the supervision of the Resident Manager and his staff and in accordance with the authorized rules of the Corporation. Specifications are available through Resident Manager. Only a licensed, bonded installer may perform this work. Building staff is not permitted to install air conditioners. The safe installation of air conditioners requires both a safety bar that prevents the unit from being mounted directly against a window sash as well as brackets/braces under the unit to further support it. The proper mounting of air conditions is a very serious, important safety concern. This is a priority intended to prevent the accidental falling of air conditioners from windows onto the sidewalk below, an obvious, grave and potentially lethal hazard. Shareholders are encouraged to purchase newly available portable air conditioners that remain entirely indoors and that employ only a ventilation hose that is placed in a window opening.

### **Laundry**

No washing machines or dryers are permitted in apartments. Residents may use the card-operated laundry facilities located in the basement 24 hours a day. Residents are expected to show consideration to their neighbors by attending promptly to their laundry and by cleaning up after themselves.

### **Bike Room**

Bike storage is available in the building's Basement. Initial arrangements must be made through the Resident Manager. For subsequent access, the key to the bike room may be obtained from the doorman and must be returned immediately.

### **Limitation on Group Tours/Auction Sales**

No group tour or exhibition of any apartment or its contents may be conducted, nor may any auction be held in any apartment without the written consent of the Corporation or its Managing Agent.

### **Open House**

An open house for the purpose of selling an apartment may be held between the hours of 9 a.m. and 9 p.m. Please inform the doorman prior to scheduling.

### **Governing Use of Apartments for Film Shoots**

300 West 23<sup>rd</sup> Street Owners Corp. (the "Cooperative") prohibits the use of Apartments for film shoots, photo shoots, and use as location for any visually-recorded production (collectively "Filming"), except in strict compliance with the following, as may be amended from time to time by the Board of Directors of the Cooperative.

1. No Apartment may be used for Filming without the prior written consent of the Cooperative.
2. A tenant/shareholder who desires to use his/her Apartment for Filming must apply in writing to the Cooperative for a Filming permit, not less than fifteen (15) days prior to the desired commencement of Filming, on such form as the Board shall promulgate. A check payable to the Cooperative in the amount of \$500.00 (payable by the tenant/shareholder), which represents a non-refundable Filming permit application fee must accompany the application.
3. Only tenant/shareholders may apply for Filming permits; tenants of Units, and other non-shareholders, may not apply.

4. The Filming permit application must include the identification of the parties involved, the number of people involved, a detailed schedule, and details regarding any expected usage of common areas such as the lobby, hallways, stairs and elevators.
5. The Filming permit application must also be accompanied by a certificate of general liability insurance covering the proposed Filming from the person or entity that will conduct the Filming, naming the Cooperative and the Managing Agent as additional insureds, in a minimum benefit amount of \$2 million.
6. In the event that the Board shall permit the Filming to occur, no Filming shall be allowed to occur unless and until the tenant/shareholder shall have paid to the Cooperative a security deposit. A check payable to the Cooperative in the minimum amount of \$5,000.00 (payable by the tenant/shareholder and exact amount determined by the Board and Managing Agent), which represents a refundable deposit to secure the Cooperative against any damage to the Building caused during the Filming.
7. In the event that the Board shall permit the Filming to occur, the tenant/shareholder shall become obligated to pay to the Cooperative a Filming fee. A check payable to the Cooperative in the amount of \$10,000.00 (payable by the tenant/shareholder), which represents a Filming location fee for each day (or portion thereof) on which Filming shall occur. The Cooperative shall have all rights to collect and enforce such payment obligation as it possesses with regard to maintenance and assessments.
8. In the event that Filming is not completed within the time period scheduled, the tenant/shareholder shall become obligated to pay to the Cooperative an additional Filming fee. A check payable to the Cooperative in the amount of \$15,000.00 (payable by the tenant/shareholder), which represents a Filming location fee for each such additional day (or portion thereof) on which Filming shall occur. The Cooperative shall have all rights to collect and enforce such payment obligation as it possesses with regard to maintenance and assessments.
9. No tenant/shareholder shall be permitted to have Filming in his/her Apartment for more than four (4) consecutive weekdays (Monday - Friday except holidays).
10. Filming shall occur only on weekdays (Monday - Friday except holidays) and only between 9:00 a.m.- 4:30 p.m.
11. No more than one Filming shall be ongoing in the Building at any time. In the event that two or more tenant/shareholders shall apply for Filming permits for the same time period, preference will be given to the tenant/shareholder(s) who have not previously had Filming in their Apartment(s) during such calendar year.
12. Not less than 48 hours prior to the commencement of a Filming, the tenant/shareholder sponsoring it must deliver to the resident manager of the Building a written list of the names of all persons who will intend to enter the Building in connection with the Filming. Each participant in a Filming will be required to check-in, with photo identification, with Building staff at the commencement of each day of the Filming.
13. No equipment involved with the Filming shall be stored, or allowed to remain overnight, in any common area of the Building.
14. No Filming shall occur in any common area of the Building without the prior written consent of the Board. No person involved with Filming shall be present in any common area of the Building (except incidentally in connection with transit to and from the Unit) without the prior written consent of the Board.

15. No Filming shall be permitted by the Board, and no Filming may commence, if the tenant/shareholder sponsoring same is then delinquent in the payment of any maintenance, assessments, or other amounts due to the Cooperative.
16. The Board shall be permitted to halt a Filming before its scheduled completion date if such Filming is not in conformity with the information previously supplied by the tenant/shareholder, or if such Filming shall unreasonably disturb any other resident of the Building, or unreasonably interfere with the operations of the Building.
17. The tenant/shareholder sponsoring a Filming shall be deemed to have agreed to indemnify, hold harmless and defend the Cooperative, the members of the Board, all employees of the Cooperative, and all other residents of the Building, from, against, and with regard to all claims, losses, damages, damage, suits, actions, proceedings, judgments, impositions, fines, penalties and expenses (including but not limited to reasonable attorneys fees and Court costs), that any such indemnitee may suffer or incur, or which may arise, or which may be asserted against any such indemnitee, by virtue of the Filming.
18. Any tenant/shareholder who conducts, or attempts to conduct, a Filming in his/her Apartment without compliance with this House Rule shall: (i) nevertheless be obligated to pay all amounts that would otherwise be due to the Cooperative hereunder as if the Cooperative's permit had been granted, (ii) be subject to all rights and remedies that are available to the Cooperative pursuant to the Proprietary Lease and applicable law, including the imposition of such fines as the Board shall deem appropriate, and (iii) be barred from using his/her Apartment for Filming prospectively.

**Complaints Regarding Building Services or Common Life**

Complaints regarding the service of the building shall be made in writing to the Managing Agent with copies also sent to the Resident Manager and Board, deliverable via the doorman.

**Modifying Policies and Procedures**

These House Rules may be expanded, amended or repealed at any time by resolution of the Board of Directors of the Corporation, provided that such resolution is adopted by the affirmative vote of not less than two-thirds of the Directors then in office.

**Revocation of Consents**

Any consent or approval given under these rules by the Corporation may be revoked at any time.



## SECTION II - SUBLEASE AND RESALE POLICIES

The following sublease and resale policies have been adopted by the Board of Directors:

### 1. SUBLEASE APPLICATION AND FEES

To preserve the status of the building as largely owner-occupied, a shareholder must have owned his/her apartment for at least one (1) year before subletting will be considered. A sublease application must be completed and fees paid by the shareholder for consideration by the Corporation's Admissions Committee and Board of Directors. Personal interview of prospective subtenants by members of the Admissions Committee is required. All prospective co-subtenants must attend this interview.

The Admissions Committee will submit a recommendation to the full Board of Directors based on its review of the application and personal interview. The Board will consider the application, and the Managing Agent will advise the shareholder and/or subtenant of the Board's decision within **four (4) weeks** of the application date. Processing of sublease applications and communications about application deliberations are handled by the Corporation's Managing Agent.

A sublease must be acceptable to the Board of Directors in form and substance and must include a standard sublease rider approved by the Board. Riders are available through the Managing Agent.

A sublease, if approved by the Board of Directors, will be for a minimum term of one (1) year, and is subject to annual review by the Board of Directors. A sublease can be renewed for a maximum of one (1) year, for a maximum sublease of two (2) years (Board interview of the sub-lessee is not required for such a renewal). Sixty (60) days prior to the first anniversary of the sublease term a form must be submitted to the Managing Agent to request a one (1) year lease extension. To obtain this form, contact the Managing Agent directly. **Please also note for sublet renewals, that the monthly sublet charge will continue to be applied and there will be a check made payable to the Managing Agent in the amount of \$300.00 (payable by the sublessor), which represents a non-refundable sublet renewal processing fee.**

If, for any reason, a sublease is not renewed, the subtenant will have sixty (60) days to vacate the apartment. Should the subtenant not vacate in time, an additional fifteen percent (15%) of the monthly maintenance, plus costs and attorney's fees associated with any eviction proceedings, will be imposed against the shareholder.

The following fees are payable upon submission of a sublease application:

- a.) A check payable to the Managing Agent in the amount of \$500.00 (payable by the sublessee), which represents a non-refundable processing fee.
- b.) A check payable to 300 West 23rd Street Owners Corporation in the amount of \$1,000.00 (payable by both the sublessor and sublessee). which represents a refundable move-in / move-out deposit against damages that occur. Costs to repair any such damages will be deducted from the deposit. The deposit is refundable after the move and refunded in full if there are no damages.
- c.) A check payable to 300 West 23rd Street Owners Corporation in the amount of \$300.00 (payable by both the sublessor and sublessee), which represents a non-refundable move-in / move-out fee.
- d.) A check payable to the Managing Agent in the amount of \$50.00 PER applicant (payable by the sublessee/s), which represents a non-refundable payment of the credit report fee. If there are two (2) applicants, each must complete a Tenant Data Verification form.
- e.) A check payable to 300 West 23rd Street Owners Corporation in the amount of \$100.00 (payable by the sublessor), which represents a non-refundable administrative fee.

An amount representing an additional 15 percent (15%) of the monthly maintenance payable by the shareholder will be applied to the monthly maintenance statement and must be paid to the Corporation upon commencement of an approved sublease for the shareholder's apartment and shall continue through the termination of the sublet. The amount due in connection with the apartment sublease shall be additional maintenance billed and payable on the first (1st) day of every month.

## **2. APARTMENT RESALE APPLICATIONS**

Shareholders intending to sell their shares are required to have their prospective buyer submit an apartment resale application for review by the Corporation's Admissions Committee and Board of Directors. Personal interview of prospective purchasers by members of the Admissions Committee is required. For such interviews all prospective co-purchasers must attend.

The Admissions Committee will submit a recommendation to the full Board of Directors based on its review of the application and personal interview. The Board will consider the application and advise the shareholder and/or prospective buyer of its decision within **four (4) weeks** of the application date. Processing of resale applications and communications about application deliberations are handled by the Corporation's Managing Agent.

Please note the maximum amount allowable for financing initial share purchases or refinancing of an existing mortgage is eighty percent (80%) of the purchase price or in the case of a refinancing of the appraised value.

## **3. ALTERATIONS APPLICATIONS AND FEES**

Shareholders intending to remodel or renovate their apartments (including but not limited to the refinishing of floors, installation of new kitchen cabinets or plumbing fixtures, alteration of existing structures within apartments, etc.) must complete an alteration application, which must include an alteration agreement signed by the shareholder, for review by the Corporation's Board of Directors. The review may require the submission of additional documentation to be determined by the Board. Changes to the form or structure of the apartment or the plumbing or electrical must be formally reviewed by the Corporation's Architect and any related fees will be borne by the shareholder.

Furthermore, a refundable security deposit of \$1,500.00 to \$6,000.00 (based on the extent of the alteration and determined by the Managing Agent and Board) must be submitted with the application, which will be held by the Corporation to secure against damages to the building. After the work is completed and has been inspected by the building staff, the deposit will be refunded in full if no damages have occurred as a result of the alteration work. The cost to repair any damage will be deducted from the deposit before the net amount is refunded. Alteration work may be performed on Monday - Friday 9 a.m. to 4:30 p.m. (except for Holidays).

Importantly, any time a shareholder removes/replaces tile in a bathroom or cabinets in a kitchen, the shareholder must have the branch-line (both supply and waste) pipes replaced to the point where these pipes join the waste or supply risers. This is essential because branch lines are vulnerable to leakage once they have been disturbed by any sort of renovation, based on their having been put in place when the building was originally constructed (1931). This branch line replacement must be performed by a licensed plumber as part of any renovation/remodeling project and undertaken with oversight and approval by the Resident Manager. Branch line replacement is the financial responsibility of the shareholder.

### **SECTION III - PROPRIETARY LEASE AND BY-LAWS**

Several years ago shareholders voted to amend the by-laws to establish a transfer fee, payable to the Corporation prior to the sale of shares allocated to an assignment of a proprietary lease.

#### **1. APARTMENT TRANSFER FEE ("FLIP TAX")**

The transfer fee of \$10.00 per share is payable to the Corporation before the transfer of any shares and assignment of a proprietary lease.

**The material presented here may change over time and be superseded because of revisions, expansions or modifications. All matters with respect to these policies are subject to and superseded by the Corporation's most current policies; current rules should always be consulted. The Corporation assumes no responsibility for errors or omissions.**

## **APPENDIX A - COMPLETE TERRACE GUIDELINES AND SUBMISSION REQUIREMENTS:**

In order to obtain approval for the installation of planters, decking, exterior cladding or other semi-permanent items on any of the building terraces or roofs, the Owner/Shareholder must supply in advance the following information to the Managing Agent for review by the Board of Directors and Building Architect if required:

- A drawing at minimum 1/4" = 1'-0" scale showing the terrace/roof and the proposed layout of planters and/or other items. The plan shall show the calculated weight of each planter and the location relative to existing pavers, decking sleepers or other supports that bear directly on the roof membrane.
- Unless a Registered Architect or Professional Engineer (RA/PE) is engaged to design the layout of planters and other elements on the terrace, the following limitations shall apply:

### **PLANTERS:**

1. Planter boxes shall not exceed 9 cubic feet in size. Any combination of dimensions may be used to achieve this volume unless the dimensions create a footprint that exceeds the bearing capacity of the membrane system below. The maximum weight of any planter box with soil shall be 200 lbs. Planter box "fill" shall not exceed 65 lbs./SF gross weight for saturated soil (soil to consist of 1/3 perlite, 2/3 topsoil). Plants within planters shall be anchored with guy wires to planter box to prevent uprooting in high winds. The boxes shall be filled with styrofoam "peanuts" for drainage, in lieu of stones. The depth of the peanuts shall be a minimum of 4".

2. Boxes shall be arranged within the terrace perimeter with the following restrictions:

- a) Planters shall be placed a minimum of 1'-0" away from any wall, drain, or other roof penetration (NOTE: Importantly, no planters shall be placed over removable pavers or decking covering drain locations),
- b) Planters shall not block required egress from roof or terrace,
- c) Planters shall be spaced so as not to create weight in excess of 30 lbs./SF over any area of 40 SF or more,
- d) **Planters shall not be placed/hung on any parapet, railing, raised roofing structure, penthouse wall, or other building element,**
- e) Planters shall not be placed directly upon roof membrane or gravel ballast,
- f) Nor shall the total gross weight of all planters placed on the terrace exceed 5 lbs per square foot on the total terrace area (thus a 500 SF terrace may have up to 2,500 lbs. of planters).
- g) Nor shall the weight placed on the roofing system by any one support exceed 16 lbs. per square inch.

3. No plants shall be allowed to exceed 6'-0" in height. Plants that exceed this height limitation shall be tied back to the building in a manner designed by the Building Architect.
4. Planter boxes shall be constructed of: a) treated or a "rot" resistant wood species, or b) plastic/resin material. No stone, concrete or clay containers are permitted due to weight considerations as well as moisture retention issues.
5. Any fasteners used are to be non-ferrous.
6. Drainage holes shall be provided at the bottom of all planters.

**TRELLIS STRUCTURES:**

1. No trellis is to exceed 12'-0" in height.
2. Trellis shall be open a minimum of 50% over their surface areas.
3. No trellis shall block the view of adjacent Unit Owners, unless written permission is given.
4. Trellis shall be physically attached to the building structure in a manner approved by the Building Architect. Again, any fasteners used must be non-ferrous.
5. Trellis to be constructed for easy removal, i.e. bolted connections in lieu of nailed.

**FURNITURE:**

1. Furniture to be stored in such manner as to prevent "blow-off" due to wind forces.
2. Canopies and umbrellas are to be physically attached to the building structure in a manner approved by the Building Architect. Note, new awnings are not likely to be approved; this rule applies to awnings already in place.

**OTHER ISSUES:**

In the case of some terraces additional capacity may be available due to the presence of structural beams and even columns within the field of the terrace. If these structural elements exist then larger sized plants may be allowable if placed directly on top of these points. In the case of a column point, the size of the planter can be large. Any Unit Owner considering increasing the weight of planters in these areas shall submit calculations by their RA/PE showing that the capacity of these elements is not exceeded. In no case shall the planters, however, exceed the crushing capacity of the roof system, which shall be calculated as 16 lbs. per square inch including existing pavers or other traffic surfaces.

As a matter of course, no element of the roofing structure or membrane may be removed or altered to accommodate a planter or item of furniture or décor.

Attachment - All methodologies of attachment of items on the terrace shall be submitted to the Building's RA/PE for review. The Unit Owner's RA/PE shall submit calculations showing attachment complies with NYC Building Code Requirements. The Building's RA/PE reserves the right to make changes to the submitted details with regards to their impact on common elements of the building, and the water tightness of the condition.

**Crucially, the Unit Owner is responsible for the maintenance of all plant materials and containers and shall maintain all drains to be kept clear of dirt, leaves and other debris on a continuous basis. The Unit Owner is financially responsible for any and all damage to the building, other units or any property resulting from failure to keep drains clear and flowing at ALL TIMES. Violations are subject to the maximum penalty permitted under the Cooperatives by-laws and House Rules.**

Ivy - In some terraces unit owners allow ivy to grow on their brick masonry walls. This practice is detrimental to the masonry joints. Ivy roots in the mortar joints and breaks apart the mortar allowing water to enter into the building. If unit owners desire ivy on the walls a wood trellis shall be installed.

Wood Decking - The Building Code of the City of New York limits the amount of wood decking to 20% of the roof area at that level. The Board of Directors may grant consent to a unit owner to install wood decking over a larger percentage of their terrace if other unit owners on the same level do not have wood decks on their terraces. Permission, however, will be granted on a case-by-case basis, with "revocable consent" on individual coverage that exceeds 20% of their personal area. Installation of wood decks shall be submitted with protection details for the waterproof membrane system.

Outdoor structures including greenhouses, sheds, large storage units are not permitted.

Outdoor carpeting is strictly prohibited for reasons of moisture retention.

Automatic watering systems are not permitted in any circumstance.

The Unit Owner is responsible to move, at their expense, the planters for roof inspections, replacement, and repairs, if so directed by the Board of Directors. The repair of damage to common building elements caused by the placement or moving of the planters shall be solely borne by the Unit Owner.

All drawings supplied by the Unit Owner with regards to the planter layout shall be maintained in a file by the Board of Directors and/or Building Management. Any elements not approved and shown on the plans shall be removed by the Unit Owner within two (2) weeks of notification by the Board or its representative.

**TENANT DATA VERIFICATION, CO. INC.**  
**[Credit Report Authorization Form]**

**Subject Building Address** 300 West 23rd Street **Apartment** \_\_\_\_\_

**Name of Applicant** \_\_\_\_\_ **Telephone #** \_\_\_\_\_

**Date of Birth** \_\_\_\_\_ **Social Security #** \_\_\_\_\_

**Name of Co-Applicant** \_\_\_\_\_ **Telephone #** \_\_\_\_\_

**Date of Birth** \_\_\_\_\_ **Social Security#** \_\_\_\_\_

**Present Address** \_\_\_\_\_ **How long at this address** \_\_\_\_\_

**Present Landlord** \_\_\_\_\_

**Address** \_\_\_\_\_ **Telephone #** \_\_\_\_\_

**If less than one year, please list previous address**

**Previous Landlord** \_\_\_\_\_

**Address** \_\_\_\_\_

**Applicant employed by** \_\_\_\_\_ **Salary** \_\_\_\_\_

**Address** \_\_\_\_\_ **Telephone #** \_\_\_\_\_

**Position** \_\_\_\_\_ **How Long** \_\_\_\_\_ **Contact** \_\_\_\_\_

**If present employer is less than one year**

**Previous Employer** \_\_\_\_\_ **Telephone #** \_\_\_\_\_

**Address** \_\_\_\_\_ **How long** \_\_\_\_\_

**Position** \_\_\_\_\_ **Salary** \_\_\_\_\_

**Co-Applicant employed by** \_\_\_\_\_ **Salary** \_\_\_\_\_

**Address** \_\_\_\_\_ **Telephone #** \_\_\_\_\_

**Position** \_\_\_\_\_ **How Long** \_\_\_\_\_ **Contact** \_\_\_\_\_

**If present employer is less than one year**

**Previous Employer** \_\_\_\_\_ **Telephone #** \_\_\_\_\_

**Address** \_\_\_\_\_ **How long** \_\_\_\_\_

**Position** \_\_\_\_\_ **Salary** \_\_\_\_\_

**Other source of income** \_\_\_\_\_

**Contact person** \_\_\_\_\_ **Telephone #** \_\_\_\_\_

**References:**

<b>Bank</b>	<b>Branch</b>	<b>Account Number</b>
-------------	---------------	-----------------------

\_\_\_\_\_

**Accountant** \_\_\_\_\_

**Address** \_\_\_\_\_ **Telephone #** \_\_\_\_\_

In connection with my application for this apartment, I authorize all banks, corporations, companies, credit agencies, accountants, persons and employers, to release any information that they have about me to TENANT DATA VERIFICATION CO., or its agency and I release them from any and all liability or responsibility from doing so. Further, I authorize the procurement of an investigative consumer report and understand that such a report may contain information about my background/character and personal reputation. I understand this notice will also apply to future update reports that may be requested. I understand that any misrepresentation by me may be the cause of rejection by the landlord.

\_\_\_\_\_  
**Applicant's Signature** **Date** **Co-Applicants Signature** **Date**

Co-Op Tax Abatement Refund-Credit Letter

We, the understand seller(s) and purchaser(s) of cooperative unit # \_\_\_\_\_ (the "Unit") in the building located at \_\_\_\_\_, New York, New York, hereby represent and warrant that: (i) we recognize that a real estate tax abatement/refund/credit with regard to the Unit for the current municipal tax year may be issued by the New York City Department of Finance subsequent to the date hereof, (ii) we have made our own arrangements for any adjustment between us, or we have waived same, with regard to any such abatement/refund/credit, and (iii) we hereby release \_\_\_\_\_ and Douglas Elliman Property Management from any responsibility and liability with regard hereto.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date



# Douglas Elliman

## Property Management

### Applicants' Release

Re: Building Address: 300 West 23rd Street

Apartment Number: \_\_\_\_\_

The undersigned applicant(s) is (are) submitting an application to purchase/sublease the above referenced apartment.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and to process this application.

Applicant acknowledges that the application to purchase/sublease the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning building in its sole discretion and that if the application is not approved; no reason for the disapproval needs to be given. Whether the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

The applicant releases both the cooperative corporation and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicant shall be liable for all costs and expense (including attorney's fees) incurred by the cooperative corporation and/or managing agent.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

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

RE: ADDITIONAL SALE REQUIREMENTS  
COOPERATIVE

### **LEAD-BASED PAINT DISCLOSURE INFORMATION**

Shareholders in buildings built prior to 1978 seeking to sell their shares and assign their proprietary leases or sublease their apartments must comply with certain regulations promulgated by the Environmental Protection Agency and the Department of Housing and Urban Development regarding disclosure of lead-based paint (the "Regulations"). Note that "0" bedroom apartments, which covers most studios, need not comply. (See Below) In order to ensure compliance with the Regulations, shareholders are urged to discuss this matter with their attorneys prior to entering into a contract of sale or sublease affecting their apartment. Attached is a brief summary of the Regulations.

**Exhibit A** - Also enclosed is a form entitled "Cooperative Information Regarding Lead-Based Paint in Common Areas" which contains the information available to the Cooperative Corporation regarding the presence of Lead-Based Paint and/or Lead-Based Paint Hazards in your building. If there are any reports or records of lead-based paint, they will be listed on the form and copies enclosed. The Board of Directors requires the following steps:

The following documents must be included in your package as submitted to us as the managing agent. **IF ANY ITEM IS MISSING OR INCOMPLETE, YOUR ENTIRE PACKAGE WILL BE RETURNED TO YOU.**

**1. Exhibit B - Lead Warning Statement and Disclosure of Information - Sellers/Purchasers**

The Lead Warning Statement and Disclosure of Information - This form or one similar to it must be completed with all available information, (including that contained in Exhibit A, if any) initialed and signed by all the seller(s) and prospective purchaser(s) and by any agent (the brokers) hired and paid by the seller to find a purchaser for the apartment. Two copies must be returned with the completed Board application/package.

**2. Exhibit C - Certification of Disclosure** - The top portion of this form must be completed and signed by all the sellers and prospective purchasers. Two copies must be returned with the completed Board application/package.

**For owners of a "0" Bedroom Apartment - Exemption Certificate**

The exemption certificate attached as Exhibit D is for sellers and prospective purchasers who understand and certify that the apartment involved in the transaction is a "0" bedroom apartment in a building built prior to 1978 and is exempt from the Federal Disclosure Regulation regarding lead-based paint and/or lead-based paint hazards. It must be signed and dated by the seller(s) and by the prospective purchaser(s). In this case only, the other documents need not be completed. One original and two copies of this certificate must be returned with the completed application/package.

Also, enclosed is a copy of the pamphlet "Protect Your Family from Lead in Your Home". The reports, if any and the pamphlet must be given to the prospective purchaser(s).

*These items and a \$75 transaction fee payable to the managing agent, must be forwarded to the Transfer Department along with all other materials required as part of the application procedure for the prospective purchaser(s).*

IT IS IMPORTANT THAT YOU CONSULT YOUR ATTORNEY REGARDING THESE MATERIALS. NEITHER DOUGLAS ELLIMAN PROPERTY MANAGEMENT NOR YOUR BOARD OF DIRECTORS MAKE ANY REPRESENTATION THAT THE FOREGOING PROCEDURES WILL ENSURE COMPLIANCE WITH THE REGULATIONS. SHAREHOLDERS ARE ALSO ADVISED THAT THE CORPORATION WILL NOT CONSENT OR CLOSE UNLESS ALL REQUIRED DOCUMENTS ARE PROPERLY EXECUTED AND RETURNED.

ALSO NOTE THE COOPERATIVE'S DISCLOSURE PROVIDED HEREIN CONTAINS ONLY THE KNOWLEDGE THAT THE COOPERATIVE CORPORATION HAS REGARDING LEAD-BASED PAINT IN THE COMMON AREAS. IF YOU HAVE ANY ADDITIONAL KNOWLEDGE, THEN IT IS YOUR RESPONSIBILITY TO INCLUDE IT IN THE DISCLOSURE FORMS.

## **FEDERAL REGULATIONS SUMMARY**

Generally, the Regulations require a seller (i.e., the shareholder selling his shares) or a lessor (i.e., a shareholder subleasing his apartment) (the "Selling Shareholder" or the "Subleasing Shareholder" respectively) to comply with the following activities before a potential purchaser or sublessee is obligated under a contract of sale or sublease:

1. A Selling Shareholder or a Subleasing Shareholder must provide the prospective purchaser or sublessee with an EPA approved lead hazard information pamphlet.

2. A Selling Shareholder or a Subleasing Shareholder must disclose to the prospective purchaser or sublessee, based upon any actual knowledge, if any, the presence of any known lead-based paint in the apartment, as well as provide the purchaser or sublessee with any records or reports available to such shareholder about lead-based paint in the apartment.

3. The Selling Shareholder or Subleasing Shareholder must obtain from the Corporation, and the Corporation must provide to such shareholder, based upon any actual knowledge, if any, the presence of any known lead-based paint in the common areas of the buildings, as well as provide any records or reports available to it about lead-based paint in the common areas. Common areas may include but are not limited to lobbies, hallways, stairwells, laundry and recreational rooms and playgrounds. The Selling Shareholder or Subleasing Shareholder is also obligated to disclose to the prospective purchaser or sublessee any information and reports provided by the Corporation.

4. If the transaction involved an agent (Broker) hired and paid for by the Selling Shareholder/Subleasing Shareholder to find a purchaser or sublessee for the apartment, such Shareholder must disclose to such agent (Broker), based upon actual knowledge, the presence of any known lead-based paint in the apartment or common areas (as the case may be) and the existence of any available records or reports about lead-based paint. In turn, the agent (Broker) is required to inform the shareholder of the disclosure requirements.

5. A Selling Shareholder (but not a Subleasing Shareholder) must permit the purchaser a 10 day period (unless the parties mutually agree, in writing, upon different period of time or to waive such obligation) to conduct a risk assessment or inspection for the presence of lead-based paint.

**THIS IS FOR INFORMATIONAL PURPOSES. ALL APARTMENT OWNERS ARE DIRECTED TO READ THE REGULATIONS AND/OR CONSULT WITH AN ATTORNEY TO FULLY UNDERSTAND THEIR CONTENT.**

*COOPERATIVE SALES*

**Cooperative Information Regarding Lead-Based Paint in Common Areas**

Cooperative Corporation: 300 West 23rd Street Owners Corp.

Building Address: 300 West 23rd Street

Date:

The above referenced Cooperative Corporation has the following information regarding lead-based paint and/or lead-based paint hazards in the common areas of the building.

Attached hereto are copies of the reports or records pertaining to lead-based paint and/or lead-based paint hazards:

**THE REPRESENTATIONS SET FORTH HEREIN ARE MADE SOLELY TO THE TENANT-SHAREHOLDER REQUESTING SUCH INFORMATION AND ARE NOT USED FOR ANY OTHER PURPOSE OR RELIED UPON BY ANY PERSON OTHER THAN SUCH TENANT-SHAREHOLDER.**

Cooperative Corporation

**DOUGLAS ELLIMAN PROPERTY MANAGEMENT**  
Managing Agent

By:

Date:

Building Address: 300 West 23rd Street

COOPERATIVE SALES

Apt #:

LEAD WARNING STATEMENT - CONTRACTS OF SALE

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS SELLER/PURCHASER

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Seller(s) to initial (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the Unit and/or common areas (explain).

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Unit and/or common areas.

(b) Records and reports available to the Seller (Seller(s) to initial (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or common areas (list documents below).

(ii) \_\_\_\_\_ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or common areas.

Purchaser's Acknowledgment (Purchaser(s) to initial (c) (d) and (e) and check either (i) or (ii) below):

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) \_\_\_\_\_ Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ Received a 10 day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint.

(ii) \_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's (Broker) Acknowledgment (Agent (All Brokers) to initial (f) below):

(f) \_\_\_\_\_ Agent (All Brokers) has informed the Seller of the Seller's obligation under 42 U.S.C. 4852d and is aware of Agent's (All Brokers) independent responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller \_\_\_\_\_ Date \_\_\_\_\_ Purchaser \_\_\_\_\_ Date \_\_\_\_\_
Seller \_\_\_\_\_ Date \_\_\_\_\_ Purchaser \_\_\_\_\_ Date \_\_\_\_\_
Agent (Broker) \_\_\_\_\_ Date \_\_\_\_\_ Agent (Broker) \_\_\_\_\_ Date \_\_\_\_\_

CERTIFICATION OF DISCLOSURE

RE: Building Address: 300 West 23rd Street

Apartment #:

Tenant-Shareholder/  
Seller:

Prospective Purchaser:

The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act) and regulations promulgated by the Department of Housing and Urban Development and Environmental Protection Agency (the Regulations) require that the Tenant-Shareholder as Seller disclose, based upon actual knowledge, to the Prospective Purchaser the presence of any known lead based paint and/or lead based paint hazards in the apartment or common areas. The cooperative corporation must provide any information it has regarding the common areas.

The undersigned, being all the Sellers and Prospective Purchasers of the above referenced apartment hereby certify to the Cooperative Corporation owning the building that:

- (i) They have received the information, if any, in the possession of the Cooperative Corporation regarding lead based paint and/or lead based paint hazards in the common areas.
- (ii) They have complied in all respects with the Regulations.

The Sellers and Prospective Purchasers, each individually, hereby agrees to indemnify and defend the Cooperative Corporation, its directors, officers, employees and agents, (the Indemnified Parties) against any and all claims, losses, liabilities, fines, penalties, damages, costs and expenses (including reasonable attorneys fees) that may at any time be imposed upon the Indemnified Parties for failure to comply with the Regulations. The Prospective Purchasers hereby release the Indemnified Parties from any claims with respect to the existence of lead based paint in the apartment and common areas and any disclosure with respect thereto.

Sellers:

\_\_\_\_\_

Prospective Purchasers:

Date: \_\_\_\_\_ 200

*COOPERATIVE SALES*

**EXEMPTION CERTIFICATE**

**Re:**            **Building Address:** 300 West 23rd Street

**Apartment #:**

**Seller:**

**Seller:**

**Purchaser:**

**Purchaser:**

The undersigned, being all the sellers and purchasers on the transfer of the above referenced apartment understand that this apartment is in a building built prior to 1978 and is subject to the Federal Disclosure Regulations regarding lead-based paint.

The undersigned certify that the above apartment is a "0" bedroom apartment as defined in the Federal Regulations and therefore the Disclosures otherwise required to be made are not applicable.

**Seller:** \_\_\_\_\_ **200**  
Date

**Seller:** \_\_\_\_\_ **200**  
Date

**Purchaser:** \_\_\_\_\_ **200**  
Date

**Purchaser:** \_\_\_\_\_ **200**  
Date

# Simple Steps To Protect Your Family From Lead Hazards

## If you think your home has high levels of lead:

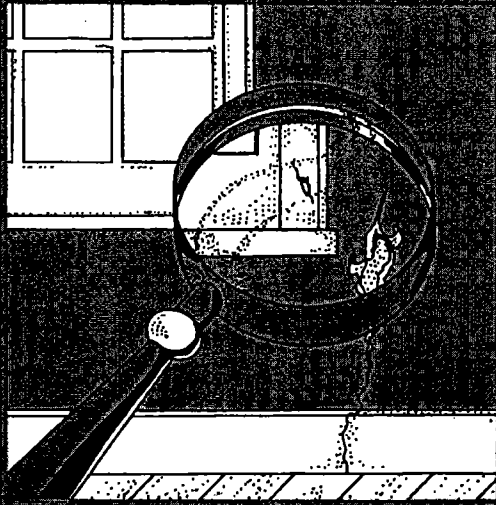
- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



**Recycled/Recyclable**

Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free.





# Protect Your Family From Lead In Your Home

 **EPA** United States Environmental Protection Agency

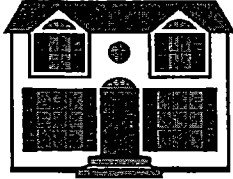
 United States Consumer Product Safety Commission

 United States Department of Housing and Urban Development

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## **Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly**

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children who seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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**People can get lead in their body if they:**

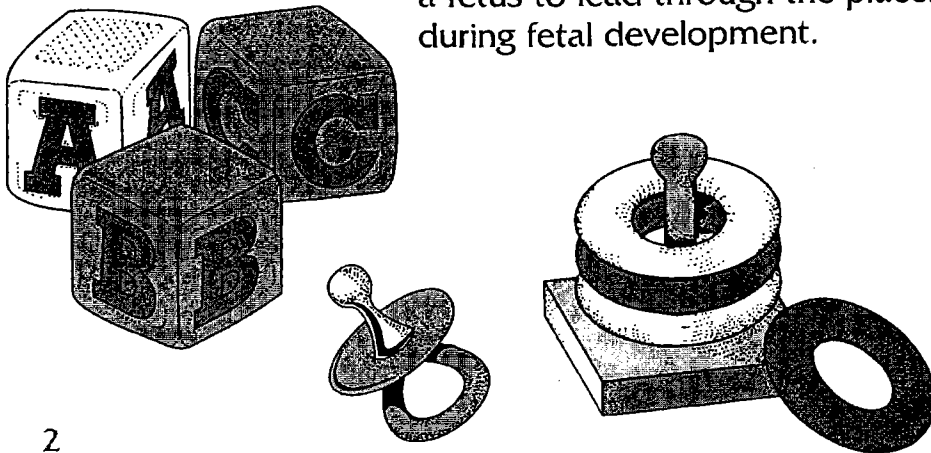
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

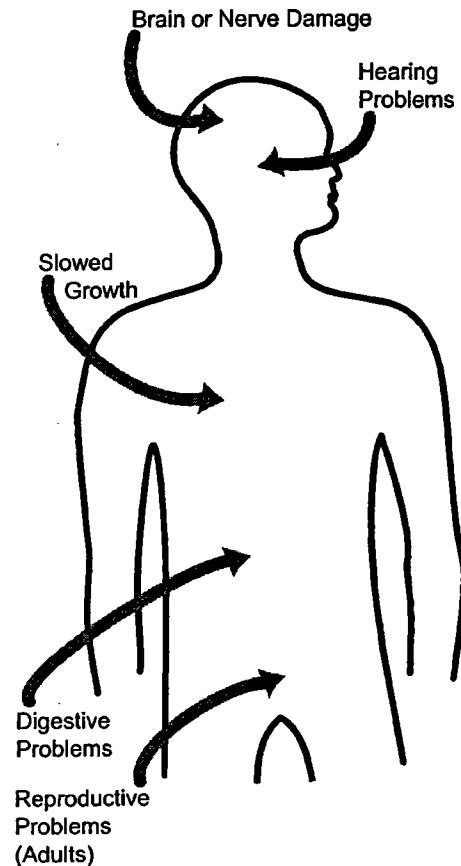
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

## Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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# Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

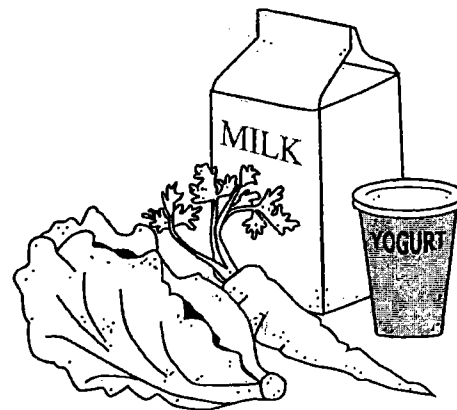


## What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



## Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

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**Always use a professional who is trained to remove lead hazards safely.**

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In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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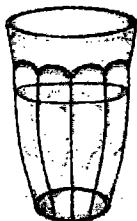
**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

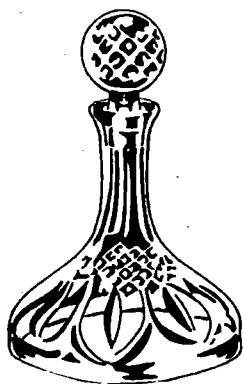
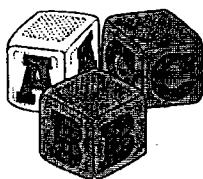
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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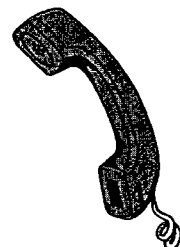
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

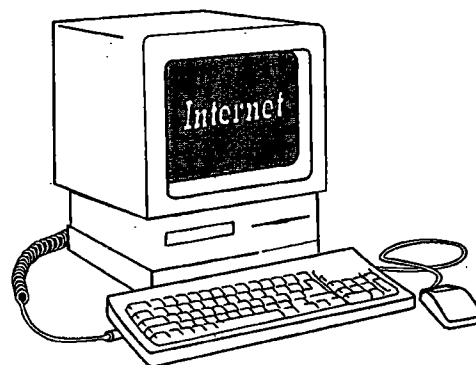


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

# EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

## EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## **CPSC Regional Offices**

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## **HUD Lead Office**

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

#2344

**FIRE SAFETY PLAN  
PART I - BUILDING INFORMATION SECTION**

**BUILDING ADDRESS:** 300 WEST 23RD STREET, NEW YORK, NY 10011

**BUILDING OWNER/REPRESENTATIVE:**

Name: Douglas Elliman Property Management  
Address: 675 Third Avenue, New York, NY 10017  
Telephone: (212) 370-9200

**BUILDING INFORMATION:**

Year of Construction: 1931  
Type of Construction: NON-COMBUSTIBLE

Number of Floors:  
Above Ground 21  
Below Ground 1

Sprinkler System: YES-PARTIAL      Sprinkler System Coverage: COMPACTOR RM., BASEMENT, LOCKER RM.

Fire Alarm:      Location of Manual Pull Stations: N/A  
Public Address System:      Location of Speakers: N/A

**Means of Egress: (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):**

Type of Egress	Identification	Location	Leads To:
ENCLOSED INTERIOR STAIRWELL	A	N/S	LOBBY
ENCLOSED INTERIOR STAIRWELL	B	S/S	LOBBY

Other Information:

DATE PREPARED: October 01, 2007

**IN THE EVENT OF A FIRE, Call 911 OR**  
The Fire Department Dispatcher, in Manhattan 212-999-2222  
Or transmit an Alarm from the nearest **FIRE ALARM BOX**



**FIRE SAFETY PLAN**  
**PART II - FIRE EMERGENCY INFORMATION**

**BUILDING ADDRESS:** 300 WEST 23RD STREET, NEW YORK, NY 10011

**THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. FIRESAFETY PLAN CONTAINS:**

- ❖ Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- ❖ Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- ❖ Emergency fire safety and evacuation instructions in the event of fire in your building.

**PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!**

**IN THE EVENT OF A FIRE**

**CALL 911**

**OR THE FIRE DEPARTMENT DISPATCHER, AT**

**Manhattan (212) 999-2222**  
**Bronx (212) 999-3333**  
**Brooklyn (718) 999-4444**  
**Queens (718) 999-5555**  
**Staten Island (718) 999-6666**

**OR TRANSMIT AN ALARM FROM  
THE NEAREST FIRE ALARM BOX**

## BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stovetops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

## BUILDING INFORMATION

### Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as “fireproof” or “non-fireproof.” Residential buildings built in or after 1968 are generally classified either as “combustible” or “non-combustible.” The type of building construction generally depends on the size and height of the building.

A “non-combustible” or fireproof building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or in space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A “combustible” or “non-fireproof” building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

**Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.**

### Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

**Interior Stairs:** All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

**Exterior Stairs:** Some buildings provide access to the apartment by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

**Fire Tower Stairs:** These are generally enclosed stairwells in a “tower” separated from the building by airshafts open to the outside. The open airshafts allow heat and smoke to escape from the building.

**Fire Escapes:** Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a “secondary” or

alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

**Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.**

#### Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

**Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.**

#### Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

**Be sure to review part I (Building Information Section) of this safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.**

#### Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from the building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

**Be sure to review part I (Building Information Section) of this safety plan to learn whether your building is equipped with a public address system.**

## EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES

### General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene within minutes.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have clear a path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

### Evacuation Instructions If The Fire Is In Your Apartment (All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. DO NOT USE THE ELEVATOR.

8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

### **Evacuation Instructions If The Fire Is Not In Your Apartment**

#### **“NON – COMBUSTIBLE” OR “ FIREPROOF” BUILDINGS:**

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at the top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life – threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

#### **“COMBUSTIBLE” OR “NON – FIREPROOF” BUILDING**

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat of fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children
4. If you cannot use the stairs or the fire escape, call 911 and tell them your address, apartment number and the number of people in your apartment.
  - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.

- B. Open windows a few inches at the top and bottom unless flames and smoke are coming from below. Do not break any windows.
- C. If conditions in the apartment appear life – threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
- D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible retreat to a balcony or terrace away from the source of the smoke, heat or fire.

[This form is not intended for use where the Proprietary Lease already has "financing provisions" which duplicate the substance of this agreement or are at substantial variance with the provisions of this agreement.]

Premises: 300 West 23rd Street

Apartment: \_\_\_\_\_

Gentlemen:

We have been asked by: \_\_\_\_\_ ("Lessee")  
for a loan of \$ \_\_\_\_\_ to be secured by a pledge, security interest, mortgage and /or assignment (hereinafter sometimes collectively referred to as "the Security") of shares of your Corporation allocated to the above Apartment and of the Proprietary Lease (the "Lease") appurtenant thereto (the shares and Lease collectively referred to as "the Apartment").

1. (a) You are a New York corporation formed for the purpose of cooperative ownership and (owner in fee) of the above premises.  
(ground tenant)

(b) Your records show that the Lessee is the owner of the Apartment.

(c) You have duly approved or consented to the creation by the Lessee of the Security, if and to the extent such approval is required by the Lease.

2. (a) You will not consent to any further encumbrances, subletting, termination, cancellation, surrender or modification of the Apartment by the Lessee without our approval, which we will not unreasonably withhold but this provision shall not apply to any modification or termination which, by the terms of the Lease, may be effective against a Lessee when approved by a fixed percentage of other holders of your shares, or which may be effective in the event of condemnation or casualty.

(b) The Lessee has agreed that, without our written approval, the Lessee will not exercise any right that he may have under the lease to terminate the lease so long as the loan is outstanding. Accordingly you will not consider any attempt to do so effective.

(c) You will notify us of any notice of intention to terminate the Lease, and

(1) If the Lessee's default can be cured by the payment of money, you will also notify us promptly of any default action involving an amount equal to or exceeding three months maintenance payments and will take no action to terminate the Lease or cancel the shares if the default be cured either by us for the account of the Lessee or by the Lessee within 15 days after such notice of default or intention to terminate; or

(2) If the default cannot be so cured, you will institute no action to terminate the Lease or cancel the shares until we have had reasonable notice and opportunity, by action or otherwise, to induce the Lessee to cure the default, such opportunity to be no less than the time provided in the Lease for the Lessee to cure.

(3) If you shall terminate the Lease and cancel the shares for a default not curable by the payment of money, then, provided we pay you the amounts which are due to you under the Lease (including its deficiency clause) when due, you shall not sell or sublet the apartment without our approval, unless the net proceeds of such sale or subletting shall equal or exceed the amount owing to us by Lessee.

(d) You will accept payment from us on behalf of Lessee of any sums due under the Lease (including its deficiency clause), any payments made by us under the terms of this agreement will be deemed so paid, and no payments made in accordance herewith shall be deemed to limit our rights against the Lessee pursuant to law.



(e) You shall recognize our rights as lienor against the Apartment pursuant to the Security, and, if the Lease be terminated, and/or shares cancelled, against the net proceeds of any sale or subletting of the apartment, after reimbursement to you of all sums due you under the Lease.

3. (a) Before delivery of this letter by you to us, we will have authority from the Lessee to give and will, on request, give you a copy of the financial and credit information provided by him, but shall be under no duty to advise you the results of any credit check we may make.

(b) Notwithstanding any apparent authority granted to us under agreements with the Lessee. WE SHALL HAVE NO RIGHT OR POWER TO TRANSFER THE APARTMENT UPON FORECLOSURE OR OTHERWISE EITHER TO US OR ANYONE ELSE WITHOUT YOUR APPROVAL AS REQUIRED BY THE LEASE, provided, however, that nothing contained herein shall limit any rights we have to dispossess the Lessee pursuant to law or realize upon our security in accordance herewith.

(c) If through oversight or negligence you or your agents or employees shall fail to notify us of Lessee's default prior to termination of the Lease, we will not seek to hold you or your agents or employees liable for breach of this agreement, provided that:

(1) you advise us promptly after discovering your failure, and

(2) if you have already sold or contracted to sell the Apartment, that you pay us the net proceeds of such sale (after reimbursing yourselves for all sums due you), or such lesser sum as shall equal the amount owing to us by the Lessee (the balance being payable to the Lessee), or

(3) if you have not contracted to sell the Apartment, that the provisions of paragraphs "2. (c)(3)" and "2. (e)" hereof shall apply.

(d) We will indemnify you and your agent against loss, liability of expense incurred in connection with any claim by the Lessee, his successors or assigns against either of you arising out of our representations pursuant hereto or your agreements herein (except as stated in paragraph "3(a)" hereof), provided you give us prompt notice of any such claim. We may contest such claim in your name and on your behalf, but at our sole cost and expense, and you will execute such documents and do such things as are reasonably necessary to assist us in such contest.

4. While we have the right but no obligation to cure the Lessee's defaults under the Lease, if we do not do so within the time provided for herein, you shall have no obligation to us, except that in the event of sale or subletting the Apartment, you shall recognize our rights as lienor against the net proceeds of any sale or subletting (after reimbursement to you or all sums which are due to you under the Lease).

Any notice or approval provided for herein shall be deemed valid only if in writing and sent by registered or certified mail, as follows: to you, in care of your Managing Agent, with a copy by regular mail addressed to Douglas Elliman Property Management at 675 Third Avenue, NY NY 10017 to us at \_\_\_\_\_

Either of us may change the address to which notices or approval shall be mailed by notice given herein as provided. This letter and the representations and agreements contained herein shall be deemed made as of the date of the making of the loan.

By: \_\_\_\_\_ Bank  
Agreed To: \_\_\_\_\_  
By: \_\_\_\_\_ LESSOR  
Approved: \_\_\_\_\_  
By: \_\_\_\_\_ Lessee  
By: \_\_\_\_\_ Lessee