

**ST. GEORGE TOWER AND GRILL OWNERS CORP.**

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**111 HICKS STREET  
BROOKLYN, NEW YORK 11201-1639  
CONCIERGE: 718-855-2391  
BUILDING MANAGER: 718-802-1976  
FAX: 718-522-4397  
Website: <http://www.111hicksstreet.com>**

Dear Shareholder,

The attached, formal Alteration Package is for those planning to structurally renew, refresh, and improve their apartment. The building is supportive of these efforts, and needs to ensure that they are safely completed in a way that complies with all applicable laws and regulations, and protects the interests of all our shareholders. As a result, the package contains a lot of detail pertaining to these requirements, including a variety of “musts” that need to be enforced for the benefit of all.

The first determination you’ll need to make is detailed on the page called: “Is it a Major or a Minor Repair/Renovation?” Minor work requirements are relatively simple and straightforward. If you plan to do Major repair/renovation work, please use the “Overview and Instructions” page as a checklist of those sections you may need to submit.

As you start on the process of planning renovations to your home, we encourage you to ask questions of Patty Marcus, our Managing Agent.

Thank you.

Sincerely,

Board of Directors, St. George Tower and Grill Owners Corp.

Revised: JUNE, 2010

# ST. GEORGE TOWER AND GRILL OWNERS CORP.

## ALTERATION PROCEDURES

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Please note: This package contains the details and relevant forms that are generally required for repairs, renovations, and alterations to apartments. If you are planning a renovation or alteration that is particularly complicated, you may need to submit additional forms or paperwork. If you are planning to combine two or more apartments, please discuss this with the managing agent because that process is complex and may require additional information not included in this package.

## Is It a Major or a Minor Repair/Renovation?

Listed below are some guidelines. If you're not sure whether the work is "major" or "minor," please consult with the Resident Manager and Managing Agent before proceeding.

**Major** repairs & renovations are generally jobs that will take days, weeks, or months to complete.

Examples of major work:

- Partition changes, new wall openings or closures, demolition and replacement of a wall
- Initial installation of window or through-wall air conditioners, vents, fans, etc.
- Water, waste, gas or electrical line removals, relocation or additions
- Replacement of bathroom fixtures involving demolition or new construction
- Extensive or complete renovation of bathroom or kitchen
- Installation of new laundry equipment or dishwashers.
- Removal or installation of built-in cabinetry, kitchen or other, which involves any electrical or plumbing work.

**HOW TO PROCEED:** Please read through the entire Alteration Procedures package, prepare all relevant documents (see next page) together with your contractor, and submit the documents, insurance certificates, and so forth to the Managing Agent.

**Minor** repairs & renovations are, in general, jobs that will take only an hour or two to complete.

Minor repairs and renovations require approval of the resident manager & managing agent. It is the shareholder's responsibility to notify the managing agent in writing of any work to be done, and to provide the managing agent with his/her telephone number and that of the responsible contractor. Outside contractors must carry insurance for both property damage and personal liability. Electrical and plumbing repairmen must be licensed and must be an EPA certified renovator.

Examples of minor work include the following individual jobs (not projects involving combinations of these jobs):

- Minor electrical or plumbing repairs
- Floor sanding
- Tile replacement
- Professionally installed flooring (resilient or carpet)
- Delivery and installation of major appliances
- Installation of new toilet or sink on existing rough-in

**HOW TO PROCEED:** Please read Section J (pages 28 – 29), complete the "Minor Repairs Notification" form on page 29, and submit that form to the Managing Agent.

## Overview & Instructions

Pursuant to your request for approval of an alteration to apartment(s) \_\_\_\_\_ at 111 Hicks Street, Brooklyn, New York 11201, please be advised that the following documents must be submitted for approval by the Board of Directors of the St. George Tower & Grill Owners Corp.:

1. **SECTION A: Scope of Work.** Please submit a letter that includes your contact information and the scope of the proposed work. *Page 4.*
2. **SECTION B: Contractor Information, Insurance, and Licenses.** *Pages 5–6.* This must include:
  - i) Certificates of Insurance from contractors (for the required format see sample on page 6):
    - a. Certificates of Insurance from New York licensed insurance companies naming the St. George Tower and Grill Owners Corp. and Akam Associates, as agent, as additional insured.
    - b. The coverage shall consist of comprehensive personal liability and property damage insurance each in the amount of one million dollars (\$1,000,000), or such higher amount as specified by the board, PLUS worker's compensation and disability coverage for employees of the contractor and subcontractors.
  - ii) Copies of licenses from plumbers, electricians, etc.
3. **SECTION C: Rules for Construction Projects and Alterations.** *Pages 7–11:*
  - i) Shareholder(s) and contractor must read, initial all pages and sign.
  - ii) A set of drawings (hard copy) including existing plan, demolition plan and new plans and fixture specification must be provided (see Section C1).
4. **Section D: Alteration Agreement**, completed and signed. *Pages 12–19.*
5. **Section E: Contractors Rules of Performance**, completed and signed. *Pages 20-21.*
6. **Section F: Procedures for Windows and terrace Doors; Procedures for Laundry & Dishwashing Equipment**, completed and signed, if applicable. *Pages 22–23.*
7. **SECTION G: Terrace Guidelines**, if applicable. *Pages 24-25.*
8. **SECTION H: Lead-based paint Addendum to Alteration Agreement**, completed. *Pages 26-27..*
9. Bank check or money order in the amount of \$1,000 or 5% of estimated cost of the work, whichever is greater, to be held by Akam Associates as a damage deposit during the alteration, pursuant to the terms of the Alteration Security Account Agreement.
10. Alterations may only be done by licensed contractors and the board requires copies of plans, drawings, specifications and agreements with contractors.
11. Building Department permits and other governmental filings as necessary (& see #13 below). Please Refer to the following DOB pamphlet for more information regarding construction permits:  
<http://nyc.gov/html/dob/downloads/pdf/consbroch.pdf>
12. Shareholders must provide a copy of their homeowner insurance.
13. Please prepare a letter to send to your immediate neighbors indicating the time of renovation work and an apology for any noise or inconvenience it may cause.
14. All proposals that require filing with the New York City Department of Buildings (DOB) or that involve new or re-configured room partitions; new plumbing fixtures in new locations; or central air conditioning installations will be sent to the co-op's architect for review. In this case, the submitted proposal must be accompanied by a check for \$425 payable to the St. George Tower and Grill Owners Corp.; this non-refundable fee is to cover the cost of the architect's initial review. Other fees may be levied for additional review and/or site visits and inspections. Please be advised that, if necessary, other types of proposals may be sent to the corporation's architect for review at the shareholder's expense. *See also Section C, item #17.*

At the shareholder's election, a concept proposal may be submitted to the board and the Building Committee for preliminary approval prior to retaining a contractor and the required permits.

Please submit two (2) sets of the above documents to the Management Office located at 111 Hicks Street, Brooklyn, New York 11201. The board will review the submission and the Management Office will notify you of the board's decision.

**SECTION A**

**SCOPE OF WORK**

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

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

Contact Information:

Work phone: \_\_\_\_\_

Home phone: \_\_\_\_\_

Other (e.g., cell): \_\_\_\_\_

e-mail: \_\_\_\_\_

Present address: \_\_\_\_\_  
\_\_\_\_\_

**Letter Detailing the Scope of Work:**

Please provide a letter from the contractor/plumber/electrician on his/her letterhead containing a detailed description of all work you intend to do. It should include, for example:

Electrical:

Plumbing: (Note: at least 3 days advance notice must be given for any water shut-down).

Kitchen:

Bathroom:

Floors: (Note: only water-based polyurethane can be used)

Walls:

Ceilings:

Also include details of delivery and installation of major appliances. All improvements to the apartment must be documented and submitted along with the alteration package, including architectural plans, to the building manager's site office (718-802-1976; manager@111hicksstreet.com).

≈ End of Section A ≈

**SECTION B**

**CONTRACTOR DETAILS**

Please provide information for the General Contractor and for any and all Subcontractors:

\_\_\_\_\_  
General Contractor (print name)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Company name

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Subcontractor (print name)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Company name

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Address

\_\_\_\_\_

**Please also provide:**

1. A copy of the contractor's license and evidence that the contractor is an EPA certified renovator.
2. A Certificate of Insurance from the contractor. **Important:** Certificates of Insurance must be from New York licensed insurance companies naming the St. George Tower and Grill Owners Corp. and Akam Associates, as agent, as additional insured. The coverage shall consist of comprehensive personal liability and property damage insurance each in the amount of ONE MILLION DOLLARS (\$1,000,000), or such higher amount as specified by the board, PLUS worker's compensation and disability coverage for employees of the contractor and subcontractors. An example is shown below:

Sample Insurance Certificate showing the contractor's name and address under "Insured" and how the listings should appear for "Additional Insured" and "Certificate Holder":

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY) 10/22/2004	
PRODUCER UNITED BROKERAGE SERVICES INT'L, INC. 6 WATER STREET SUITE 300 NEW YORK, NY 10004			Serial # 101060		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
<b>Contractor's Name &amp; Address</b>  			INSURERS AFFORDING COVERAGE		NAIC#		
			INSURER A: SIRIUS AMERICAN INSURANCE COMPANY		35408		
			INSURER B: THE STATE INSURANCE FUND				
			INSURER C: ZURICH AMERICAN INSURANCE COMPANY		16535		
			INSURER D:				
INSURER E:							
<b>COVERAGES</b>							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INS. TYPE	ACORD 101/102/103/104	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	IRS106149	10/01/2004	10/01/2005	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident)	\$
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per occurrence)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B	X	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	M 1127 464-4	10/01/2004	10/01/2005	<input checked="" type="checkbox"/> INC STALL-TORY LIMITS <input type="checkbox"/> OTH-ER	
		EL EACH ACCIDENT				\$ 100,000	
		EL DISEASE - EA EMPLOYEE				\$ 100,000	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - POLICY LIMIT	\$ 500,000
C		OTHER	1592664-001	10/01/2004	10/01/2005	LIMITS ARE NEW YORK STATE STATUTORY	
		DISABILITY					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS							
<b>ADDITIONAL INSURED:</b>  St. George Tower and Grill Owners Corp. and AKAM Associates as additional insured with respect to _____ work and/or related incidents , re. Apt. # _____							
<b>CERTIFICATE HOLDER</b>  St. George Tower and Grill Owners Corp., 111 Hicks Street, Brooklyn, NY 11201				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>			

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≈ End of Section B ≈

**SECTION C      RULES FOR CONSTRUCTION PROJECTS AND ALTERATIONS**

**This section should be read and signed by the shareholder and the contractor. Contractors should note in particular items 9 through 16 and the list under item 16.**

1. Renovations and/or major repairs require submission to and consent by the Board of Directors of the St. George Tower & Grill Owners Corp. and an alteration agreement. Submission to the board must include the existing plan, demolition plan, new plans (to include electrical and/or reflected ceiling plan as applicable) and fixture specification; all contractor's current insurance certificates and other applicable material as detailed below. Issuance of the alteration agreement must precede commencement of work. Permission to proceed may be full or limited in the board's judgment.
2. Before the issuance of the alteration agreement, the shareholder planning renovations shall be required to make an inspection of the walls and ceilings of adjacent apartments. This inspection will be made at the convenience of, and with, the residents of the apartments and with the resident manager or managing agent. The condition of the inspected premises shall be recorded.

Claims for damages resulting from renovation will be the responsibility of the renovator. The renovator is not responsible for conditions noted in the inspection.

3. In the event of an emergency major repair, the resident manager, the managing agent and a board member must be notified as soon as possible.
4. All work must be performed by licensed and insured contractors or other trades. Insurance certificates must accompany submission to the board. The general contractor must carry an insurance policy naming our corporation as additional insured in the amount of at least one million dollars (\$1,000,000).
5. After board review and where applicable, plans will be submitted to the building architect. Cost of the architect's review will be borne by the tenant. Following his approval, the tenant will sign an alteration agreement with management and deposit \$1,000 or 5% of the estimated cost of the work, whichever is greater, as a deposit against damages. This deposit will be refunded to the tenant after completion of the work, close-out of any Department of Building filings (see #17 below) and any repairs necessary as a result of damage caused during the work. If \$1,000 or 5% is not sufficient to cover damages, other assessments will be made as appropriate by the board.

<i>Initialed by Shareholder</i> _____ <i>Initialed by Contractor</i> _____
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6. Approval is granted for plans as submitted. Substantive changes require re-submission to the board.
7. The resident manager or managing agent may, at any time during construction, at their respective discretion, inspect the work in progress and will make an inspection at completion of construction prior to the return of any deposits.
8. The resident manager and managing agent must be notified at all times when there are construction workers in the building, whether or not the shareholder is present. The resident manager must be informed at least 72 hours in advance in the event a disruption of essential service (e.g. water) is necessary and the contractor must receive the resident manager's and managing agent's permission in connection therewith. The resident manager and managing agent will be provided with the shareholder's telephone number and a 24-hour emergency number, and the telephone number of the responsible contractor.
9. All work is to be performed between 8:30 a.m. and 4:30 p.m. weekdays. No work may be performed on holidays or weekends.
10. Masonite or other approved covering on the hallway floors during hours of construction is required. The service elevator must be fully protected during construction hours and the use of the elevator in connection with such construction shall cause minimum interference with other residents of the building. All protective materials must be removed and affected areas left clean at the end of each workday. The cost of any clean-up after contractors by building personnel will be charged to the tenant.
11. Removal of all trash and demolition material is the responsibility of the tenant and/or his contractors. No demolition or construction material, paint debris or other trash from projects may be left in front of the building for removal unless in a legal container or left in the basement, cellar, sub-cellar or any other common area of the building at any time.
12. For renovations in apartments on the 12<sup>th</sup> floor or higher, involving plumbing work or major renovations in a kitchen or bathroom: If DCW and DHW (cold water and hot water) shut-off valves had not been previously installed in that kitchen or bathroom, the proposed scope of work must include the installation of new shut-off valves for the DCW and DHW lines in that room, and this installation must be done by a qualified plumber during the renovation work. Please check with your contractor and the building resident manager for details.
13. For plumbing jobs requiring a shut-down of water services in the building, at least 3 days advance notice must be given to the management office. Without advance notice, plumbing shut-downs will not be permitted.

<i>Initialed by Shareholder</i> _____ <i>Initialed by Contractor</i> _____
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14. Only water-based polyurethane is to be used on floors.
15. As the building's service elevator and trash collection system may be overloaded by numerous construction projects, in the board's sole discretion only one apartment may be permitted to undergo renovation at a time.
16. Additional regulations regarding demolition, construction, installations, modifications and MEP issues:
  16. 1. If major electrical work and re-wiring is done, the circuit breaker panel must be replaced with a twenty-breaker panel minimum.
  16. 2. No through-wall penetrations are permitted for dryer, bathroom or hood exhausts.
  16. 3. All new tile must go on liquid applied waterproofing membranes – return 6” up all walls.
  16. 4. Showers must have waterproofing full height to ceiling.
  16. 5. All shower pans (lead pans) are to have 24-hour test observed by the superintendent.
  16. 6. All water pipes are to be insulated before walls closed.
  16. 7. If installation is approved, washing machines must be in overflow pans with water-sensing auto shut off valves.
  16. 8. All replaced fixtures shall be installed on new branch piping from risers to fixtures/appliances. These shall be installed with back flow preventers and local shut off valves; old branch piping shall be removed.
  16. 9. No chopping of structural slabs, columns or beams for wiring or piping is permitted.
  16. 10. No water piping, gas piping or electrical wiring under floors is permitted.
  16. 11. All plumbing and electrical work must be done by licensed electricians and plumbers.
  16. 12. Any exposed steel or rebar must re-fireproofed during the project.
  16. 13. No pot fillers are allowed above ranges.
  16. 14. No gas work requiring riser shut downs will be allowed.
  16. 15. No relocation or off-setting of electric, gas or plumbing risers will be allowed.
  16. 16. Any modification of existing building heating or HVAC systems must be accompanied by a letter stating that any adverse effects to the system due to the modifications shall be the sole responsibility of the shareholder and that the shareholder will, if required by the co-op, return the system to its original condition or configuration.

*Initialed by Shareholder* \_\_\_\_\_ *Initialed by Contractor* \_\_\_\_\_

- 16. 17. Whirlpools or Jacuzzi tubs must be vibration isolated. Large hot tubs are not permitted due to structural considerations.
  - 16. 18. Any steam generating system must be built into a proper room preventing moisture penetration to the slab. Details to be reviewed and approved by the co-op's architect. If not approved, installation cannot take place.
  - 16. 19. No garbage disposals are allowed.
  - 16. 20. New through-wall air conditioning units to use approved sleeve detail.
  - 16. 21. When new PTAC ac units are installed or replaced, a new sleeve shall be installed.
  - 16. 22. All PTACs shall be placed on neoprene pads at all four corners.
  - 16. 23. All projects that require filing with the city shall be filed with LPC and DOB (see 17).
  - 16. 24. At completion, copies of all controlled inspections, equipment use permits, plumbing and electrical signoffs, and letters of completion from DOB shall be submitted to the co-op. Until all such documents are submitted, the security deposit will not be returned to the shareholder.
17. **All proposals and specifications must comply with all New York City laws and Department of Buildings (DOB) requirements and must be filed with the DOB accordingly.** Please Refer to the following DOB pamphlet for more information regarding construction permits: <http://nyc.gov/html/dob/downloads/pdf/consbroch.pdf>. All proposals that require filing with the New York City DOB or that involve new or re-configured room partitions; new plumbing fixtures in new locations; or central air conditioning installations will be sent to the co-op's architect for review. In that case, the submitted proposal must be accompanied by a check for \$425 (four hundred twenty five dollars) payable to the St. George Tower and Grill Owners Corp.; this non-refundable fee is to cover the cost of architect's initial review. Other fees may be levied for additional reviews and/or site visits and inspections. Typically, those fees will be \$150 for each additional review of any revised proposal or drawings and \$150 for each site visit or inspection, but the co-op reserves the right to alter or amend these fees as necessary.

Filings with the DOB for work in this building typically involve submission of an Alteration Type 2 ("Alt-2") application. After renovation work is completed, the Alt-2 and/or any other filings with the DOB or other agencies must be closed out by the architect of record, and the architect or shareholder must provide to the co-op written proof of such closing. Deposit money (see #5 above) will only be returned to shareholders after receipt of proof of closing of all DOB filings.

Please be advised that, if necessary, other types of proposals (not just those involving DOB filing and/or new room partitions) may be sent to the corporation's architect for review at the shareholder's expense. In that case, the shareholder will be informed of the need for this

<i>Initialed by Shareholder</i> _____ <i>Initialed by Contractor</i> _____
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review, and will be required to pay a fee of \$425 (four hundred twenty five dollars) before the review can proceed Other fees may be levied for additional reviews and/or site visits and inspections. Typically, those fees will be \$150 for each additional review of any revised proposal or drawings and \$150 for each site visit or inspection, but the co-op reserves the right to alter or amend these fees as necessary.

Below are some examples of projects requiring formal written board consent and an alteration agreement:

- All proposed partition changes, new wall openings or closures
- Demolition and replacement of any wall
- Initial installation of window or through-wall air conditioners, vents, fans or other HVAC equipment unless requirement for an alteration agreement is specifically waived in writing by the board
- Water, waste, gas or electrical line removals, relocation or additions
- Replacement of bathroom fixtures involving demolition or new construction, except for replacement of toilet or sink on existing rough-in. Through-wall waste connections require detailed specifications and prior approval.
- Installation of laundry equipment or dishwashers, except replacement of existing, approved dishwashers in existing locations.
- Removal or installation of built-in cabinetry, kitchen or other, which involves any electrical or plumbing work.
- Tile work which involves any wall or floor demolition.

\_\_\_\_\_  
Shareholder's Signature(s)

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

≈ End of Section C ≈

**SECTION D**

**ALTERATION AGREEMENT**

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

To: St. George Tower and Grill Owners Corp.  
c/o Akam Associates, Inc.

Re: Apt. \_\_\_\_\_ at 111 Hicks Street, Brooklyn, NY 11201

Ladies and Gentlemen:

Pursuant to paragraph 21(a) of my Proprietary Lease, I hereby request your consent for the installation of equipment and alterations described in the annexed document (hereinafter collectively referred to as the "work") in apartment \_\_\_\_\_ ("the apartment") at 111 Hicks Street, Brooklyn, NY 11201 (the "building").

If such permission is granted:

1. I agree, before any work is begun:
  - (a) I shall employ only contractors and/or worker who are EPA certified in accordance with Local Law I of 2004 and the EPA's Lead Renovation, Repair and Painting Program (40 CFR §745.89). In addition, the work will be done by licensed plumbers and electricians only. I shall furnish to you a letter from the licensed workers indicating their name, address, telephone number, license number and insurance coverage as well as evidence that each Contractor is an EPA certified renovator and that all individuals performing renovation activities on behalf of each contractor and/or subcontractor(s), if any, are either certified renovators or have been trained by a certified renovator in accordance with 40 CFR §745.90.
  - (b) To provide you with a complete and conformed copy of every agreement made with contractors, subcontractors, and suppliers.
  - (c) If required by law or governmental regulation, at my sole cost and expense, to file plans and procure the approval of all governmental departments and agencies having jurisdiction over the work and, not more than ten days after receipt of such approval, to deliver to you an exact copy of all approved plans and of every permit or certificate issued. If there is any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt. I understand and acknowledge that it is my responsibility to sign and file a cost affidavit (PW3

Form) with the New York City Department of Buildings (“DOB”) at each phase of the Work that such filing is required, including, without limitation, immediately prior to Sign-off when such cost affidavit shall set forth the actual construction value of all completed work. I further understand and acknowledge that professional certifications and submissions to the DOB under Directive 14 by my architect, engineer or other licensed professional of any plans filed by me or on my behalf are not permitted.

(d) To procure from my contractor or contractors:

(i) Commercial personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name St. George and Grill Owners Corp., Akam Associates, and myself as parties insured. If the aforesaid policy contains a pollution exclusion, my contractor(s) must also carry Contractor’s Pollution Liability Insurance with mold coverage. Such policies shall provide that they may not be terminated until at least ten day after written notice to you; and

(ii) Workmen’s compensation and employees liability insurance policies covering all employees of contractor, contractors or subcontractors.

(e) To deliver a bank check, payable to you, in the amount of \$1,000, or 5% of the estimated cost of the work, whichever is greater, as security for the faithful performance by me of the terms and conditions of this agreement. In the event of my breach of the provisions of this agreement, or if I or persons engaged by me cause damage, loss or expense to you or your property, your shareholders and persons or property in the building, you may retain the entire amount or any part of this security so deposited to the extent required to compensate yourself and others for my breach of the provisions of this agreement. I understand and agree that if my obligation exceeds the amount of the security, I shall be liable for any excess thereof. If I comply with all of the terms and conditions of this agreement, the security deposit, or remaining balance thereof, shall be promptly returned to me after completion and inspection of the work.

(f) Not less than ten (10) days prior to the commencement of the work, I shall file the requisite notice of commencement of work with the New York City Department of Health and Mental Hygiene and shall provide you with a copy of such notice. I hereby acknowledge that you have no liability or obligation in connection with filing this notice.

2. You may, at your sole option, hire any engineer, architect, attorney, existing or additional building personnel prior to the commencement of, during, or subsequent to the completion of

the alteration work to render any advice or perform any service as you shall deem necessary or desirable in regard to the alteration work. I agree to reimburse you, upon demand, for any and all costs of such advice or service. I acknowledge that you have advised me that I will be responsible for payment of any and all such costs.

3. It is understood that:

(a) I assume all risks of damage to the building, its equipment and systems, and to persons and property in the building which may result from or be attributed to the work being performed hereunder. This responsibility covers all work, of any kind, including waterproofing of every part of the building directly or indirectly affected by the work, and maintenance and repair of all apartment equipment and systems installed or altered by me pursuant hereto.

(b) The work is to be done in such a manner so as not to disturb the building, its operations or equipment. If the building, its operations or equipment is adversely affected by the work, I shall, when so advised, and at my sole cost and expense, promptly remove the cause of such problem. If, in your opinion, the work unduly interferes with the rights of shareholders or residents, you may restrict the continuation of the work so as to ensure the quiet enjoyment of units by shareholders or residents.

(c) I undertake, to the fullest extent permitted by law, to indemnify the St. George Tower and Grill Owners Corp., your board of directors (the "board") and shareholders, Akam Associates, residents of the building, engineers, architects and attorneys retained by you (the "Indemnified Parties") against any and all damage, claim for damage or liability to persons or property suffered as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse you and Akam Associates for any expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred as a result of such work. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed on the Indemnified Parties, or any of them, 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 the Indemnified Parties 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. this indemnification shall survive the completion of the work.

(d) The alterations and materials used shall be of the quality and style in keeping with the general character of the building. All work is to be performed in a good and workmanlike manner and shall conform to the accepted plans, applicable laws, and rules and regulations

of governmental authorities having jurisdiction thereof as well as the New York Board of Fire Underwriters.

- (e) If requested, I shall, at my sole cost and expense, procure a bond or an agreement from an insurance or other company reasonably acceptable to you, ensuring payment and performance by me of the provisions of this agreement if such bond or agreement is obtainable from an insurance, or other, company licensed to do business in New York.
4. The work is to be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding holidays. Work which shall produce unusual noise which might be disturbing to the building's residents shall not be commenced before 10:00 a.m. I will immediately discontinue any work in progress upon receiving notice from the managing agent of the building or an appropriately designated building employee that the work is, at that time, creating an undue disturbance to other occupants in the building.
5. All work shall be completed within \_\_\_\_\_ days after governmental approval thereto has been granted or, if no such approval is required by law or regulation, then from the date hereof. The time period allowed herein may be extended by you at your discretion in the event of delays caused by events beyond my control. If the work is not substantially completed within the time period specified herein, you shall be entitled to apply from the fund provided pursuant to paragraph 1(e) above of this agreement up to \$100 per day for each day the work continues beyond the time period specified in the preceding sentence as liquidated damages to compensate you and all shareholders for the costs and inconvenience resulting from the continuation of the work beyond the period specified herein. In addition to any other remedies you may have, you shall have the right to permanently shut down the work and prevent my workmen and suppliers from entering the building after the completion date and shall have the further right to seek injunctive relief to prevent me or my workmen or suppliers from performing the work or delivering any material to the building beyond the completion date.
6. I shall notify the residents of the apartments adjacent to, above and below mine at least five (5) days prior to commencement of any work. Said notifications shall be in writing, with a copy to Akam Associates.
7. (i) I represent that the alterations are being made in connection with my occupancy of the apartment. I further acknowledge that you have advised me that under Local Law 1 of 2004 the Building is presumed to contain lead-based paint. I shall, at my sole expense, take all necessary steps to remove, to treat or otherwise deal with any lead-based paint hazard in accordance with applicable law, including, without limitation, Local Law 1 Of 2004 and the



EPA's lead-based paint regulations as applicable to residential property (40 CFR Part 745, Subpart E) and the rules and regulations thereunder, as they apply to lead-based paint and to renovations. In addition, I shall comply with all other Federal, State and Local laws, rules and regulations pertaining to lead based paint, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the Work, including those requirements that relate to required notification of other residents of the Building.

- (ii) Without limiting my obligations under the aforesaid laws and regulations, I shall cause my contractors and/or workers to comply with the Guide to Local Law #1 and the EPA handbook entitled "Small Entity Compliance Guide to Renovate Right EPA's Lead-Based Paint, Renovation, Repair, and Painting Program (EPA-740-F-08-003)" and to otherwise use safe work practices during the work and take precautions to prevent the spread of dust and debris that may contain lead. Such practices shall include (1) limiting access to the work area only to workers, (2) covering the work area with six mil polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting my belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint, (6) wetting the debris before sweeping, and such other practices that are required and/or appropriate under both Local Law 1 of 2004 and the EPA's lead paint regulations as applicable to residential property ( 40 CFR Part 745, Subpart E). Without limiting the foregoing, they shall not use unsafe paint removal practices, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a de minimis surface area (*i.e.* less than one square foot per room).
  
- (iii) I shall cause my contractors and/or workers to perform specialized cleaning of the work area using methods in compliance with Local Law 1 of 2004 and the EPA's lead-based paint regulations as applicable to residential property ( 40 CFR Part 745, Subpart E).
  
- (iv) Any reference herein to Local Law 1 of 2004 and/or the EPA's the EPA's lead-based paint regulations (40 CFR Part 745, Subpart E) shall include any amendment thereto and any successor or replacement law dealing with lead paint in the City of New York. If while the work is ongoing, either Local Law 1 of 2004 and/or any or all of the EPA's lead paint regulations is modified or struck down by a court of competent jurisdiction, my obligations hereunder, except as to municipal filing requirements under Local Law 1 of 2004, shall remain unchanged, it being understood that the work to be done hereunder must comply

with the substantive provisions and practices as set forth in Local Law 1 of 2004 and the EPA's lead-based paint regulations as applicable to residential property.

- (v) If the work disturbs or exposes any asbestos containing materials ("ACM") that may be contained in the building or the possibility of disturbing or exposing ACM exists, I shall, at my expense, take all necessary steps to remove, to treat or otherwise abate such ACM, including but not limited to obtaining a person who is qualified (to your reasonable satisfaction) to render an opinion on asbestos to prepare an asbestos report. The asbestos report shall include recommendations for handling the ACM. Upon your approval of such recommendations, I shall have a certified asbestos contractor acceptable to you implement the recommendations and I shall bear all costs relating thereto. I shall comply with all Federal, State and Local laws, rules and regulations pertaining to asbestos control, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the work. In addition, I agree to indemnify you for any damages arising from any failure to fully conform with all of the foregoing.
8. Without in any way limiting my obligations under Local Law 1 of 2004 and the EPA's lead-based paint regulations as applicable to residential property, all precautions will be taken to prevent dirt and dust from permeating other parts of the building and to ensure that other portions of the building, its equipment and systems and the property of all shareholders or residents are not damaged. The full cost of any necessary cleanup or repairs shall be my responsibility. Materials and rubbish will be placed in barrels or bags before being taken out of my apartment. All such barrels or bags, discarded equipment, empty packing cartons and other debris will be promptly taken out of the building and removed from the premises at my expense. I recognize that only the service elevator may be used for such removal and only at such times as the resident manager may direct. If the convenience of residents requires that the service elevators be operated on an "overtime" basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.
9. I will bear the entire cost of alterations and installations and pay bills incurred in connection therewith not later than thirty days after completion of the work. I shall indemnify and hold you harmless from any mechanic's work or other material lien in connection with my work. If any mechanic's lien is filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such lien to be discharged within ten days after such filing.

10. I agree to provide access to your architects and engineers, as well as Akam Associates or its representatives, to observe the work from time to time. Such observation visits may be scheduled on not less than two (2) days notice on the following occasions:

- (a) Prior to inspections, testing or approvals as required by any public authority having jurisdiction over any portion of the work;
- (b) Prior to the enclosure or obstruction of any concealed or inaccessible portions of the work, or;
- (c) At any time when you deem it appropriate to inspect work progress.

I shall, if requested, keep portions of the work open or uncovered for a reasonable time to permit inspection by your architect or engineer or other professional or consultant prior to covering same. If any portion of the work should be covered contrary to the request of your architect or engineer or to the plans or any requirements specifically expressed in this agreement, it must, if requested by you or your representative, be uncovered for inspection and shall be replaced at my expense.

11. I shall promptly correct all work rejected by you, your architect, engineer or Akam Associates as defective or as failing to conform to this agreement whether or not fabricated, enclosed, installed or completed. I shall bear all costs of correcting such rejected work including, but not limited to, compensation for your architect's and engineer's additional services made necessary thereby.

12. (i) At the completion of the work, I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters and such other proof as may be required or necessary to indicate all work has been done in accordance with all applicable laws, ordinances and government regulations.

(ii) I will have smoke detectors installed 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. I will have carbon monoxide detectors installed within 15 feet of every sleeping area in accordance with Local Law 7 of 2004 and applicable state law. I will install window guards if a child or children ten (10) years old or younger lives or resides in the apartment.

13. I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or efficiency of the work, or whether I will be able to obtain the required permits, approvals or certificates. I agree that no amendments to the approved plans and specifications or any changes of any kind I the scope of the work shall be made with prior

written approval from you. Any deviation from work approved in accordance with this agreement shall void in its entirety the permission granted herein.

- 14. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which your consent has been granted, and, in addition to all other rights, you may immediately revoke any permission to undertake the work and/or suspend all work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.
- 15. The terms "I," "me" and "my" shall be read as "we," "us" and "our" if more than one (1) shareholder shall execute this agreement, in which case the obligations hereunder shall be deemed joint and several.
- 16. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.

I agree with the foregoing conditions, and so signify by signing all copies in the space provided below and returning them to the office of Akam Associates, Inc. If permission is granted, you or your agent will sign and return one copy to me for my records.

Annexed hereto is a rider of \_\_\_\_\_ pages containing "work" documents which is made part of this agreement.

Very truly yours,

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

PERMISSION GRANTED:

\_\_\_\_\_  
St. George Tower and Grill Owners Corp.

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

\_\_\_\_\_  
Agent

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

≈ End of Section D ≈

## **SECTION E**

### **ST. GEORGE TOWER AND GRILL OWNERS CORP. CONTRACTORS RULES OF PERFORMANCE**

1. Work hours are from 8:30 a.m. - 4:30 p.m., Monday through Friday, at the times listed and not on certain holidays in accordance with the list attached (Section J, page 24).
2. No work may be brought into the building, or work started in the building before 8:30 a.m.
3. All work must cease by 4:30 p.m. with all clean-up completed by 5:00 p.m.
4. Elevator floor and walls must be protected before any materials may be placed in the cab.
5. Hallway carpeting and floor tiles must be protected from the elevator to the apartment or terrace by means of heavy duty construction paper. This paper must be removed daily and new paper installed the next day.
6. Apartment hallway door must be closed at all times during construction for noise, dust and odor abatement.
7. All work must be done within the apartment. No preparative work, assembly or disassembly of materials, demolition, or other work is to be done in the hallways, corridors, or other public areas of the building.
8. The managing agent and/or resident manager must be notified 72 hours prior to turning off any water valves, even though plumbing work may have been approved under this application.
9. Domestic water risers may only be shut down by the building resident manager with 72 hours notice and only between the hours of 10:00 a.m. and 3:00 p.m.
10. Only water-based polyurethane is to be used on floors.
11. All work must be completed in the time specified in the alteration application documents. Extension of the time is solely at the discretion of the St. George Tower & Grill Owners Corp. Board of Directors.
12. It is the sole responsibility of the contractor to remove all trash and demolition material, and to place the rubbish in proper trash containers. No demolition or construction material, paint debris or trash resulting from any ongoing projects may be left in front of the building for removal

unless in a legal container. No new materials, trash, other materials or tools are to be stored in the basement, cellar, sub-cellar or any other common area of the building at any time.

- 13. No smoking is permitted in the public areas of the building.
- 14. Any one suspected to be under the influence of intoxicating liquor or drugs will be removed from the job site. Foul language and inappropriate behavior will not be tolerated in the building.
- 15. If any accidents or emergencies occur on the job site, a copy of an incident or accident report must be filed with the managing agent at the same time the report is forwarded to any and all parties. (Accident and incident report forms are available in the managing agent's office.)
- 16. Current employees of the St. George Tower and Grill Owners Corp. (the "Co-op"), including the Superintendent/Resident Manager, handymen, doormen, and porters, whether full-time or part time employees of the Co-op, are not permitted to do any work (including paid or unpaid work) for contractors at any time, including work on a part-time or ad hoc basis.
- 17. All documents submitted electronically must be in PDF format.

DATED: \_\_\_\_\_ AGREED TO: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
 Shareholder

\_\_\_\_\_  
 Shareholder

≈ End of Section E ≈

## **SECTION F**

### **PROCEDURES FOR WINDOWS AND TERRACE DOORS**

**Applications to replace windows or terrace doors CANNOT be submitted using this Alterations Procedures package.**

Shareholders wishing to install new windows or terrace doors should obtain a copy of the co-op's **Window Replacement Package**, available on our website — [www.111hicksstreet.com](http://www.111hicksstreet.com).

In most cases, shareholders' plans to replace windows or terrace doors will fall into one of three categories:

- A) You want to replace one or more windows/terrace doors, but you do not want to do any additional renovation work.
- B) You want to replace one or more windows/terrace doors AND carry out other interior renovation work that requires review and approval by LPC and issuance of a construction permit by the Department of Buildings (DOB) (e.g., removal or installation of partitions, new rough-ins, major electrical upgrades, etc).
- C) You want to replace one or more windows/terrace doors AND carry out other interior renovation work that does NOT require review and approval by LPC or issuance of a construction permit by the Department of Buildings (DOB).

**Please refer to the co-op's Window Replacement Package for details of how to proceed with one of these scenarios.**

## **PROCEDURES FOR LAUNDRY AND DISHWASHING EQUIPMENT**

Dishwashers, washers and dryers may be installed only under the following conditions:

1. The shareholder will submit to the board plans including electrical and venting details; manufacturer, make and model specifications for laundry equipment, and contractor or installer's insurance certificates.
2. All installations must be made by licensed and insured plumbers and electricians. All new plumbing fixtures in new locations must be filed with the NYC Department of Building as required.
3. Extra-large-capacity washers may **not** be installed. To preclude flooding into other units, washer installation must include overflow control provisions with an approved plan for hook-up to other appropriate waste lines.
4. Perimeter of laundry-equipment floor area must be water tight, including sealing of through-slab pipes (examples: rubber pipe collar, raised platform floor drain, or other overflow precaution). It must be a seamless floor, such as a troweled or resilient-floor product, with contiguous cove base, including a raised curb at the point of entry.
5. Damages to the building pipes, supply, waste or vents, or to other units, resulting from use of dishwasher or laundry equipment will be the responsibility of the shareholder. Costs of repairing such damages will be charged to the shareholder owning the equipment.
6. Dryer venting must be in accordance with code and manufacturer's specifications. No vents will be permitted on the facade.
7. Washers and dryers are required to be placed on a soundboard platform or other acoustical material or noise abatement provision, subject to location of equipment and to Building Committee approval.
8. Replacement of existing equipment will be considered a new installation and must meet all requirements above. The only exception is replacement of existing, approved dishwashers in existing locations.

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Shareholder's Signature(s)

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Dated

≈ End of Section F ≈



St. George Tower and Grill Owners Corp.  
Terrace Guidelines

1) Plants and Planters:

a. Height restrictions:

- i. Plants adjacent to the building must be no taller than 6'-0" OR below the bottom of the projecting windowsill from the floor above if that is less than 6'-0".
- ii. All other plants must be no taller than 48"

b. All Plants must be in Planters that meet the following specifications:

- i. Size: Maximum 9 cubic feet (any configuration)
- ii. Weight: Maximum 200 lbs. Per planter (with soil)
- iii. Construction: Planters must:
  1. Be made of treated/"rot resistant" wood OR Plastic
    - a. Terra cotta, stone or brick planters are also acceptable as long as they conform with height & weight distribution guidelines
  2. Be fire resistant
  3. Be lined with soil retention fabric
  4. Have non-ferrous fasteners
  5. Have a drainage hole at the bottom
  6. No more than 16 lbs/Square inch shall be placed on any single support point.  
(ex: A 200 lb planter with (4) 2" x 2" legs has 12.5 lbs per square inch on each support)
- iv. Fill:
  1. Styrofoam Peanuts 4" deep for drainage (NO STONES)
  2. Maximum 65 lbs. of saturated soil (1/3 perlite, 2/3 topsoil)
  3. Loose (not anchored) items (other than soil) are forbidden
- v. Anchor: Tree-like plants must be anchored to the planter box with "guy wires" to prevent up-rooting in high winds.
- vi. Placement
  1. Planters must not block terrace egress
  2. Planters must be at least 1'-0" from any wall
  3. Planters must be at least 1'-0" from any drain or other penetration
  4. Planters must not be placed/hung on any building element other than the terrace base
  5. Planters must not be placed directly on a roof membrane or gravel ballast
  6. Weight distribution:
    - a. Planters must be spaced so that there is no more than 30lbs/SF over any 40SF area
    - b. Total gross weight on any terrace must not exceed 5 lbs per square foot (500 SF terrace = 2500 lbs Max)

## 2) Furniture:

- a. Must be sturdy wood, metal or plastic (NO GLASS) and constructed in such a way that it will not come apart in the wind
- b. Must be stored in such a manner as to prevent “blow-off”
- c. Items with significant surface area (table tops, etc.) should have “lattice” type construction so that they do not catch the wind.

## 3) Prohibitions — The following are prohibited from terraces at all times:

- a. Wood decking
- b. Outdoor Carpeting
- c. Automatic watering systems/Plumbed-in systems of any kind
- d. Outdoor grills/cooking or fire of any kind
- e. Plants such as Ivy allowed to grow on the building exterior
- f. Plants or loose items on railings, coping stones or any building element other than the terrace base
- g. Items anchored to railings or coping stones
- h. Items anchored in any way to the façade of the building
- i. Plants maintained in loose soil on top of pavers or membranes, or in soil on top of plastic sheeting or other substrate resting on pavers or membranes
- j. Attachments to the building exterior (Trellises, etc.)
- k. Structures such as Gazebos or Canopies

## 4) Responsibilities of Unit Owners:

- a. Maintenance of all plants and planters
- b. Keeping all drains clear of dirt and other debris (all terraces have drainage, please contact the staff if you are unable to locate yours)
- c. Keeping the terrace clear of all loose items (dishes, pillows, decoration, etc.) when not in use
- d. Properly storing furniture when not in use
- e. Promptly reporting any standing water condition to building management
- f. Moving, at their expense, any planters or furniture to facilitate inspection, repair or replacement of the terrace or of other structural or physical plant elements of the building when the board or management advises that such inspection, repair or replacement is necessary
- g. Bearing the repair cost of any damage to the roof surface or membrane caused by the placement of planters or other items on the terrace (whether or not in compliance with these guidelines)
- h. Bearing any cost resulting from non-compliance with these guidelines
- i. Removal of any non-complying elements within two weeks of written notification to do so

The board will consider proposed deviations from the above guidelines on a case-by-case basis. Shareholders seeking board approval should submit detailed plans (including weight distribution) in 1/4” or greater scale prepared by a registered architect/professional engineer along with documentation supporting the soundness of any and all proposed deviations.

Board of Directors, St. George Tower and Grill Owners Corp.

≈ End of Section G ≈

## **SECTION H**

### **ADDENDUM TO ALTERATION AGREEMENT: Lead-Based Paint**

ST. GEORGE TOWER AND GRILL OWNERS CORP.

APARTMENT NO. \_\_\_\_\_

The undersigned shareholder (the "Shareholder") has been advised by the St. George Tower & Grill Owners Corp. (the "Corporation") that the building was constructed and maintained during a period when lead-based paint was used. Therefore, the law presumes that lead based paint is present in the building. -The Shareholder shall, at his/her sole expense, take all necessary steps to remove, to treat or otherwise deal with any lead-based paint hazard in accordance with applicable law, including, without limitation, Local Law 1 Of 2004 and the EPA's lead-based paint regulations as applicable to residential property (40 CFR Part 745, Subpart E), including any rules and regulations promulgated thereunder, as they apply to lead-based paint and to renovations. In addition, the Shareholder shall comply with all other Federal, State and Local laws, rules and regulations pertaining to lead based paint, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the subject renovations, including those requirements that relate to required notification of other residents of the building. The Shareholder represents that all contractors which the Shareholder has employed to perform the subject renovations are EPA certified renovators.

By its signature appearing below, the undersigned contractor hereby acknowledges that: (i) it is an EPA certified renovator and that all individuals performing work on its behalf in the Shareholder's apartment are either certified renovators or have been trained by a certified renovator in accordance with 40 CFR §745.90; (ii) that it has furnished (or will, no later than 60 days prior to the commencement of any work in the apartment, furnish) the Shareholder with a copy of the EPA pamphlet entitled "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools (EPA-740-F-08-002)"; (iii) it will comply with the Guide to Local Law #1 and the EPA handbook entitled "Small Entity Compliance Guide to Renovate Right EPA's Lead-Based Paint, Renovation, Repair, and Painting Program (EPA-740-F-08-003) and will otherwise use safe work practices during the work which it performs in the Shareholder's apartment; and (v) will reasonable precautions to prevent the spread of dust and debris that may contain lead when performing the aforesaid work, including, without limitation, specialized cleaning of the work area using methods in compliance with Local Law 1 of 2004 and the EPA's lead-based paint regulations as applicable to residential property (40 CFR Part 745, Subpart E).

\_\_\_\_\_  
Shareholder (print name)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Shareholder signature

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

\_\_\_\_\_  
General Contractor (print name)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
General Contractor signature

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

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Address

≈ End of Section H ≈

## **SECTION J**

### **MINOR REPAIRS AND RENOVATIONS**

1. Minor repairs and renovations require approval of the resident manager & managing agent.
2. It is the shareholder's responsibility to notify the managing agent in writing of any work to be done and to provide her with his/her telephone number and that of the responsible contractor.
3. All minor repair jobs performed by outside contractors require that the contractor carry insurance for both property damage and personal liability. Items 8, 9, 10 and 11 of the Rules for Construction Projects and Alterations (Section C) above also apply.
4. All contractors performing minor repairs and renovations must be EPA certified renovators. Shareholder must submit a signed Lead-Based Paint Rider (Section H) in connection with all minor repairs and renovations. Electrical and plumbing repairmen must be licensed and, if necessary, EPA certified as well.
5. Gas ranges, dishwashers and laundry equipment must be installed by licensed contractors. Some of these installations also require formal written board consent and an alteration agreement.
6. Below are some samples of minor renovations and repair requiring written notification to the resident manager or managing agent: (Note that projects involving more than one of these jobs or combinations of these jobs will likely be classified as major renovations )
  - Electrical or plumbing repair
  - Floor sanding
  - Tile replacement
  - Professionally installed flooring (resilient or carpet)
  - Delivery and installation of major appliances
  - Installation of new toilet or sink on existing rough-in

## MINOR REPAIRS NOTIFICATION

Name \_\_\_\_\_

Apartment # \_\_\_\_\_

Work to be done \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date and time \_\_\_\_\_

Licensed contractor / repairman, if required: \_\_\_\_\_

License # \_\_\_\_\_

Delivery company \_\_\_\_\_

Minor renovations and repairs, such as delivery and installation of major appliances and electrical or plumbing repair, require written notification to the resident manager and building manager. Please refer to the Minor Repairs and Alterations section (Section H) of the Alteration package. Contact the building manager with any questions, by e-mail at [Manager@111HicksStreet.com](mailto:Manager@111HicksStreet.com) or by telephone at 718-802-1976.

≈ End of Section J ≈

## **SECTION K**

The building observes the below named holidays. Should a holiday fall on a Sunday, it is usually recognized on the following day.

### **OBSERVED HOLIDAYS**

January 1	New Year's Day
January	Martin Luther King Day
February	President's Day
April	Good Friday
May	Memorial Day
July 4	Independence Day
September	Labor Day
September	Yom Kippur
November	Thanksgiving Holiday
December 24	Christmas Eve
December 25	Christmas Day

≈ End of Section K ≈