30-34 Pearsall Owners Corporation

30-34 Pearsall Avenue Glen Cove, NY 1 1542

August 28, 2006

Dear Fellow Shareholders,

Living in this cooperative building carries with it a number of responsibilities, not the least of which is ensuring that all work done within your apartment is done properly and in compliance with the rules of the Building Department as well as our House and Work Rules. With this in mind, your Board of Directors has put together the attached Guidelines to assist you in preparing for any alterations, renovations or decorating you may want to undertake in your apartment. The procedures have been designed to protect both you and your fellow shareholders from the damages, disturbance and interruptions in services that alterations can create. Please review it carefully and, if you have any questions, please to contact the Managing Agent.

You may already have some changes in your mind or you my have met with an architect or designer who has presented you with some recommendations. Before you settle on any specific plan however, and especially before you make any financial commitments, please read the attached guidelines and review them with your architect, designer or contractor. If you understand the building's policies and rules, as well as the process by which renovations are approved, you will save yourself days, weeks or even months of frustration.

If you are considering major renovations or alterations, we strongly recommend that you hire a licensed architect to develop plans for your renovation. Please be advised that you must follow the Department of Building's licensing requirements for all contractors, such as plumbers and electricians, who require licenses. Our experience has shown that issues involving electrical loads, plumbing and structural modifications can be quite complex and the experience of an architect can be quite helpful in resolving these issues. Changes such as these which affect the utility systems of the building or the existing walls and floors can only be considered if the Board determines that such renovations will cause only minimal inconvenience, are structurally sound and conform to the operations of the building. All alterations are subject to review (at your expense) by a building's architect and/or engineer and/or must receive the signed approval of the Board of Directors before any work may commence.

If you have any specific questions regarding the policies of the building, you will probably find the quickest answer from our Managing Agent. If however, you need guidance from the Board of Directors, please contact us in writing at the above address.

Sincerely, The Board of Directors

30-34 Pearsall Owners Corporation Glen Cove, N.Y. 11542

To: All Residents

Re: Alterations, Renovations and Decorating

We are enclosing a copy of the Apartment Alteration Guidelines and work rules.

To reiterate, any plans for alterations/renovations/decorating to be done in your unit, must be submitted to the Management Company.

In addition, if work is approved, all contractors must sign in before entry into the building is permitted.

We thank you for your attention and cooperation in this matter and needless to say, should you have any questions, please contact our office at 516-944-3595.

Sincerely,

Brent Harding Property Manager RLH Management, Inc.

APARTMENT DECORATING AGREEMENT APPLICATION

Date:					
То:	30-34 Pearsall Owners C RLH Management, Inc 404 Main Street Port Washington, NY 11	•			
Re:	30-34 Pearsall Owners C Glen Cove, NY 11542	Corporation			
Share	holders Name:				
Home	e Phone:	Work Phone:			
Fax N	lumber:				
Reque	ested Commencement Dat	te for Work:			
Estim	ated Duration of Work (W	Vorking Days):			
Detail	icu room-by-room uesemp	otion of proposed decorative	WOIK.		
(Attac	ch additional pages if nece	essary)			
DEC	DRATING AGREEMEN ance from the Contractor r	nary request. NO WORK IT IS EXECUTED BY To a comming the Corporation and	THE CORPORATION	N AND YOU.	Evidence of
Share	holder's Signature	_	Date		

7/05/06

APARTMENT ALTERATIONS GUIDELINES

I. Prohibited Alterations

- 1. Replacing a bathtub with only a stall shower.
- 2. The use of jackhammer and other pneumatic tools.
- 3. Channeling into the exterior or supporting walls (for water, cable or electric lines).
- 4. The removal or modification of walls, which support the building.
- 5. Additional bathrooms (e.g. powder rooms)
- 6. Alterations to windows or air conditioner sleeves.
- 7. Installing garbage disposals or Jacuzzis.
- 8. Installing clothes washers or dryers.
- 9. Any renovations that require breaching the outside wall of the building.
- 10. Relocation or removal of heating or gas, plumbing risers, kitchen exhausts shafts, and telephone or intercom risers.
- 11. Demolition of existing exteriors walls or the construction of new interior wall.

II. Renovations and Alterations, which require evaluation by the Building's Architects and/or Engineers <u>and</u> Approval by the Board of Directors. (These require an Apartment Alteration Agreement)

- 1. Any changes that affect water, gas, plumbing, heating system, telephone and/or electric lines. Please be aware that when changes are made which affect water pipes, branch-plumbing lines must also be replaced.
- 2. Demolition of existing interiors walls or the construction of new interior walls.
- 3. Terrace structures and/or installations (e.g. planters, fences, awnings etc.).
- 4. Changes to or installation of new mechanical systems or any kind (e.g. radiators).
- 5. Removal or replacement of existing wood flooring, plaster surfaces, ceramic tile and door frames.

III. Minor Alterations which DO NOT require Approval by the Building's Architects and/or Engineers nor Approval by the Board of Directors

The following work done by outside contractors requires managing agent's approval:

- 1. Painting, wallpapering and similar decorative work
- 2. Installing carpeting or similar floor covering
- 3. Sanding and staining existing wooded flooring
- 4. Replacing existing appliances with new models

To obtain Managing Agent approval for the aforementioned minor alterations, you must submit an executed copy of the Decorating Agreement, Certificate of Insurance for the Contactor, naming the

Co-op and Management Company as additional insured, and a copy of the executed contract (if applicable).

IV. How to obtain Approval of Alterations and Renovations

- 1. Call the Managing Agent or Superintendent and request a Renovation Package. This set of materials lays out the details of the plans that need to be filed with the building management. The renovation package also details the specific license and insurance certificates that must accompany these plans
- 2. Submit your plans to the Managing Agent.
- 3. The Managing Agent will submit your plans to the Board of Directors and a building's architect and/or engineer who will determine if the work you have in mind conforms to the building's legal, safety, convenience and esthetic concerns be as complete and thorough as possible. If plans are incomplete or present design problems, they may require modifications. The more often plans must be revised or amended; the longer the approval process will take. There is a \$150 per hour fee (1 hour minimum) for the review of your plans by the building's engineer and/or architect
- 4. Contractors or skilled crafts people must submit, to both the Managing Agent and Superintendent, Certificates of Insurance against damage to the building and occupants, workers compensation and other required documentation.
- 5. Fees and security deposits may be required and due under applicable Agreement.
- 6. Notify your neighbors, above, below and on either side by dropping them a note informing them of the nature and duration of the work planned.
- 7. Major alterations must then be approved by the Board of Directors. Be aware that the Board meets only once a month.

Upon Completion of the work:

8. Submit to the Managing Agent all required sign-offs and approvals. These are required before return of the security deposit.

Work Rules

- 1. Before beginning new work in any apartment, all Contractors and work proposed must be approved by the Managing Agent and the Board of Directors, as applicable.
- 2. Noisy work is allowed only from 8:00am to 5:00 pm. There is a half hour's grace at the beginning and end of the workday when equipment can be moved in or out of the apartment. All workers must be out of the building by 5:00 pm. On Saturdays, light construction, painting, and repairs are permitted from 10:00am to 5:00pm.
- 3. No work is permitted on Sundays, federal and state holidays or important religious holidays. Check with the Managing Agent for specific dates.
- 4. Any cabinetwork that is to be fixed to the walls or is immovable must provide immediate access to heating, plumbing, gas, electrical and telephone lines. Specific details must be submitted to the Managing Agent and approved.
- 5. Circuit breakers and circuit breaker panel, apartment telephone service and plumbing valves:
 - A. Must be easily accessible.
 - B. Individual circuit breakers should be labeled as to which rooms they control.
 - C. On completion of work, diagrams showing the location of the above items must be given to the Managing Agent.
- 6. During heavy construction, the apartment front door should be taped. This requirement helps prevent dust from entering common foyers and elevators.
- 7. Refuse must be removed in sturdy metal or plastic bins. No refuse may be left in basement, public areas or dumpsters and its removal is the responsibility of the shareholder.
- 8. There must be a designated foreman in the apartment at all times with whom the Managing Agent or building superintendent can discuss any work problem. In addition, the Managing Agent and Superintendent must be given the cell phone number for the contractor, should there be any urgent reason to reach the contractor.
- 9. The Managing Agent and/or Building Superintendent have the authority to order work suspended, in part or entirely. If they have reason to believe that any aspect of work being done is unauthorized or unsafe or if they believe that there is a failure to cooperate with housework rules. The suspension shall continue until all responsible parties can agree to an acceptable solution.
- 10. Before work can start, the Managing Agent and Building Superintendent shall be furnished with complete company and principal's information on all contractors and subcontractors doing any work. This shall include complete name(s), addresses, telephone, and cell and fax numbers (with holder's name and information) as applicable, license number and a certificate of insurance.
- 11. All work must be completed within 4 weeks from the start date. Written requests for an extension must be sent to Managing Agent and Building Superintendent. Failure to so may result in a \$50 fine.

These guidelines have been put in place to ensure that the building is protected from poor workmanship. Any and all damages occurring from a shareholder's contractor are the responsibility of the shareholder.

5/16/16

			Date
ТО:	30-34 Pearsall Owners Corporation, Owner	Re:	Apartment No
	c/o: RLH Management, Managing Agent		Building

Gentlemen:

Pursuant to paragraph 21 of my Proprietary Lease, I hereby request permission to install the equipment and make the alterations described in the annexed document (hereafter collectively referred to as the "work") in the above apartment.

If such permission he granted:

- 1. I agree, before any work is begun:
 - (a) To provide you with a complete and conformed copy of every agreement made with contractors and suppliers.
- (b) If required by law or Governmental regulations, to file plans with and procure the approval of all Governmental Agencies having jurisdiction over the work and, not more than ten days after receipt of such approval, to deliver to you a copy of every permit or certificate issued. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt.
 - (c) To procure from my contractor, or contractors:
- (i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name you and your Managing Agent, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to you; and
- (ii) Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

All such policies, or certificates evidencing their issuance, shall be delivered to you.

2. If you are required or shall deem it wise to seek legal, engineering or architectural advice prior to granting permission, I agree to reimburse you, on demand, for reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of any work.

3. It is understood that:

- (a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building, which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.
- (b) I recognize that there will be no change in the operation of the building's heating system (or air-conditioning system, if any) to facilitate the functioning of any heating or air-conditioning units I may be installing.
 - (c) The alterations and materials used shall be of the quality and style in keeping with the general character of the building.
- (d) I undertake to indemnify you, your Managing Agent and tenants or occupants of the building for any damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse you and your Managing Agent for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of such work.

- (e) If, after making any alterations or installing any equipment referred to herein, I shall:
- (i) seek to exercise my right to terminate my Proprietary Lease pursuant to paragraph 21 thereof, I will, on your demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing that compliance with this agreement shall be a condition precedent to the cancellation of my lease, or
- (ii) seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, I will, if requested by you, either restore the premises and equipment to their condition prior hereto or provide you with an agreement by my transferee to assume all of my obligations hereunder, including my continuing obligations and understanding expressed in subparagraphs (a) through (d) of this paragraph 3.
- 4. All permitted work shall be completed within 180 days after Governmental approval thereto has been granted or, if no such approval is required by law or regulation, then from the date hereof.
- 5. All work shall be done in strict accordance with the attached "Work Rules."
- 6. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that only the service elevator may be used for such removal and only at such times as the Superintendent of the building may direct. If the convenience of other tenants 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.
- 7. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any mechanic's liens be filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within ten days after such filing. If I fail so to do, you may exercise any or all of your rights and remedies under the Proprietary Lease or this agreement.
- 8. 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, if either be required, and such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, ordinances and Government regulations.
- 9. 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.
- 10. 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 also suspend all work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.
- 11. This agreement may not be changed orally. This agreement shall he binding on you, me, and our personal representatives and authorized assigns.

Annexed hereto is the "work" document and a rider of pages	which is made a part of this agreement.		
	Very truly yours,		
		SHAREHOLDER	
PERMISSION GRANTED:		SHAREHOLDER	
30-34 OWNERS CORPORATION			
Ву			
MANAGING AGENT			

Contact Information Sheet

Please complete the following:

Name 1	Name 2
Building	Apartment
Home Number	Fax Number
Work Number 1	Work Number 2
Cell Number 1	Cell Number 2
Email Address 1	Email Address 2
Emergency Contract Information:	Name
Phone Number	Address
Please complete. List all Plumbers, Electric	cians, Painters, etc.
Plumber Contractor's Name	
Contact Name	
Work Phone Number	Fax Number
Cellular	Pager Number
Electrician Contractor's Name	
Contact Name	
Work Phone Number	Fax Number
Cellular	Pager Number
Painter Contractor's Name	
Work Phone Number	Fax Number
Cellular	Pager Number
Other Contractor's Name	
Contact Name	
Work Phone Number	Fax Number
Cellular	Pager Number
Comments:	