

135 WILLOW OWNERS CORP.

RENOVATION PACKAGE

May 2021 Edition

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Overview and General Points

This package contains the information and forms that you will need for repairs, renovations or alterations that you plan to make to your apartment at 135 Willow Street. The rules and procedures in this package apply to repairs, renovations or alterations that you make yourself or through a professional contractor or other third party.

Certain types of work are described in the following sections of this package as “minor”, while others are described as “major.” In general, “minor” renovations are of short duration and do not involve demolition, new construction, changes

to the configuration of an apartment or the complete or substantial alteration of a room, such as a kitchen or bathroom. Minor renovations usually involve a minimum of paperwork and require the approval only of the Managing Agent. See "Section A: Minor Repairs and Renovations"

"Major" renovations, on the other hand, are those that may take several days or many weeks or months to complete, and can involve such things as the removal or creation of walls or partitions, the extensive or complete renovation of a kitchen or bathroom, or alterations to an apartment that affect plumbing or electrical systems. A "major" renovation will require considerably more paperwork than a "minor" renovation (e.g., proposals, drawings, specifications, etc.), payment of certain fees, and the approval of the Board of Directors. See "Section B: Major Repairs and Renovations"

Examples of "minor" and "major" renovations are provided in the following pages. A "minor" renovation, depending upon its level of complexity, time required for completion, or if undertaken in combination with one or more other "minor" renovations, may be deemed a "major" renovation and treated accordingly.

If you are not certain whether a repair, renovation or alteration that you are contemplating is "minor" or "major" after reviewing this package, or if you have any other questions, please consult with the Managing Agent before proceeding. His contact information is as follows:

Gary F. Glabman
Marin Management
157 East 25th Street
New York, N.Y. 10010

Email: garyg@marin-mgmt.com
Telephone: (212) 213-0123, ext. 232
Fax: (212) 213-0899

If you are planning a renovation or alteration that is particularly complex, additional requirements or paperwork may be involved. If you are planning to combine two or more apartments, this should be discussed first with the Managing Agent, since it may involve procedures not covered in this package.

The rules and procedures in this package have been adopted by the Board of Directors to protect the safety, security and quiet enjoyment of the shareholders and other residents of the building and to preserve the physical integrity of the building and its systems. The rules and procedures in this package are effective immediately and are House Rules that must be complied with by all shareholders and residents of the building. Any violation of these House Rules is subject to appropriate remedial action by the Board of Directors pursuant to the governing documents of the Corporation and applicable law.

In case of any conflict or inconsistency between these House Rules and other House Rules, these House Rules shall control.

Proper and lawful performance of all work is the sole responsibility of the shareholder and his/her contractor, if one is used. Approval or consent by the Managing Agent or the Board of Directors of any work covered by this package (1) means only that the shareholder and his/her contractor may proceed with the work as described in their proposal and plans and (2) does not and shall not constitute an opinion, representation or endorsement by the Managing Agent or the Board of Directors as to the safety, efficacy, design, quality, functionality or scope of any work or as to whether any such work will receive the approval or will comply with the requirements of any building code or governmental or administrative agency.

**135 Willow Owners Corp.
Board of Directors**

Section A: Minor Repairs and Renovations

How to Proceed

- A. Read "General Requirements for **Minor** Repairs" below
- B. Complete and sign "Section A-1: Notification Form" on page 5.
- C. Read and sign "Section A-2: Rules and Agreement" on page 6.
- D. Submit these signed forms with all necessary attachments to the Managing Agent.
- E. Comply fully with requests by the Managing Agent for additional information or data.
- F. Wait for final approval by the Managing Agent before beginning any work.

General Requirements for Minor Repairs

1. Listed below are some examples of minor repairs and renovations requiring only written notification to and approval from the Managing Agent (note that projects involving more than one of these jobs or combinations of these jobs may be classified as major renovations):
 - a. Painting
 - b. Routine electrical or plumbing repairs (by licensed professional)
 - c. Floor sanding and refinishing
 - d. Tile and grouting replacement or cleaning
 - e. Installation of carpeting and padding
 - f. Installation of appliances
 - g. Installation of new toilet or sink on existing rough-in (by licensed professional)

Depending upon the length of time required for completion, the level of anticipated noise and/or disruption, or whether more than one of these jobs is to be performed in combination with any other, the Managing Agent may determine that the rules governing a major repair or renovation apply, in which case Board approval is necessary.

2. You may not begin any work before the Managing Agent has given his final approval to your request.
3. It is the shareholder's responsibility to notify the Managing Agent in writing of any work to be done by completing "Section A-1: Notification Form" on page 5. Form must be received by the Managing Agent at least five (5) business days prior to the commencement date of any work on the repair or renovation.
4. All electrical, plumbing and other work in the building required to be performed by a licensed professional must be performed only by contractors licensed in the State of New York or the City of New York. All outside contractors are required to carry general liability insurance.
5. A shareholder may choose any qualified outside contractor to perform work in the building, subject to the rules and regulations in this package. The Managing Agent and the Board of Directors reserve the right to restrict or prohibit a contractor from working in the building.

6. The Managing Agent will inform the shareholder as to whether the proposed work is approved. If approval is given, the shareholder must present all required licenses and insurance certificates, as indicated, to the Managing Agent.
7. All minor work is subject to the rules and security measures enacted by the Board (see Section A-2: Rules and Agreement on page 6).
8. Gas ranges, dishwashers, or refrigerators with icemakers must be installed by a licensed contractor or professional installer. In the discretion of the Managing Agent, such installations may require Board approval and a Renovation Agreement (see "Section B-4: Renovation Agreement").
9. Shareholders must provide a copy of their homeowner's insurance policy to the Managing Agent.

135 WILLOW OWNERS CORP.

Section A-1: Notification Form

Minor Repairs and Renovations

Minor repairs and renovations require written notification to the Managing Agent. Please refer to the "Section A: Minor Repairs and Renovations" of the Renovation Package for more details.

Contact the Managing Agent (Gary Glabman at Marin Management) with any questions
by email at garyg@marin-mgmt.com or
by telephone at (212) 213-0123, ext. 232

Complete this form and submit it to:

Marin Management, Attn: Gary F. Glabman, 157 East 25th Street, New York, N.Y. 10010.

Name _____

Apartment # _____ Daytime Phone: _____

Email _____ Cell Phone: _____

Description and scope of work:

Start Date _____ End Date _____

Name, Phone,
Business Addresses
& license number of
each licensed
contractor(s) and
repairmen,
if applicable

Name: Address: Phone: License:

Name: Address: Phone: License:

Delivery Company,
if Applicable

--

Shareholder Signature

Date

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Section A-2: Rules and Agreement

Minor Repairs and Renovations

1. Work must be performed between 8:00 a.m. and 4:30 p.m., Monday through Friday.
No work may be performed on weekends or on days listed in “Attachment 1 – Observed Holidays”, page 20.
2. The shareholder shall ensure that the contractor(s) check in and check out with the superintendent each day so that he/she knows who is working in the building.
3. No materials may be brought into the building and no work may be started before 8:00 a.m. All work must cease by 4:30 p.m., with all clean up completed by 5:00 p.m. Any work that can produce noise or vibration disturbing to other building occupants shall not be started before 10:00 a.m.
4. All delivery or removal of material shall be made through the basement service entrance.
5. The shareholder shall arrange with the superintendent for elevator walls and flooring to be protected by pads and other appropriate material before any materials may be placed in an elevator cab.
6. Hallway floors must be protected in the area from the elevator to the apartment by means of heavy-duty construction paper or particleboard. If used, paper must be removed daily and new paper installed the next day. The hallway floor must be free of tape, dust and other debris before the contractor leaves for the day.
7. The apartment hallway door must be closed at all times during construction.
8. All work must be done within the apartment. No preparatory 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.
9. Tools or materials may not be placed, kept or stored in the basement, hallways, corridors or other common areas of the building.
10. The Managing Agent and/or superintendent must be notified 72 hours prior to turning off any water valves, even though plumbing work may have been approved under this application.
11. Only water-based polyurethane is to be used on floors.
12. The shareholder shall notify the superintendent of the commencement date of the work at least two (2) business days before the work is to commence. No work may commence until the two (2) business days have elapsed. This requirement may be waived or altered in cases of emergency repairs for which time is of the essence. The shareholder shall notify the superintendent and the Managing Agent promptly upon completion of the work.
13. All work must be completed in the time specified in “Section A-1: Notification Form”. Extension of the time is solely at the discretion of the Managing Agent or the Board of Directors.
14. It is the responsibility of the shareholder and/or his or her contractor to remove all trash, debris and demolition material each day, and to dispose of such materials properly. No such items may be left in any part of the building or in front of the building.
15. The Board of Directors shall have the right, in conformity with the Proprietary Lease, to inspect all work to ascertain that it is in compliance with the plans and specifications as approved.
16. If any accident or emergency occurs on the job site, the shareholder or his/her contractor shall notify the superintendent and the Managing Agent immediately, and shall send a copy of an incident or accident report to the Managing Agent at the same time the report is forwarded to any other party.

Agreed:

Shareholder’s Name (please print)

Apartment #

Shareholder’s Signature

Date

Section B: Major Repairs and Renovations

How to Proceed

- A. Read carefully through “Section B: Major Repairs and Renovations” in its entirety.
- B. Send “Section B: Major Repairs and Renovations” to your architect and/or contractor for review.
- C. Prepare Forms with your architect and/or contractor.
 - a. Section B-1: Scope of Work Letter
 - b. Section B-2: Contractor Information, Insurance and Licenses
 - c. Section B-3: Rules for Major Repairs and Renovations
 - d. Section B-4: Renovation Agreement
 - e. Renovation Agreement Addendum – Lead-Based Paint
- D. Contact the Managing Agent to discuss and resolve any questions you may have about Forms B-1 through B-4 and required attachments.
- E. Prepare and assemble with your architect and/or contractor all plans, drawings and other items required to be attached to Forms B-1 through B-4.
- F. Sign Forms B-1 through B-4 with our architect and/or contractor where appropriate.
- G. Submit an original and one copy of these Forms with all necessary attachments to the Managing Agent for review by the Board as follows:

Marin Management
157 East 25th Street
New York, NY 10010
Attention: Gary F. Glabman
- H. When the shareholder has submitted all necessary Forms and attachments, the package will generally be reviewed and voted on at the next regular monthly meeting of the Board.
- I. Comply fully with requests by the Board and/or the Managing Agent for additional information or data.
- J. Wait for final approval by the Board and the Managing Agent before beginning any work.

General Requirements for Major Repairs

1. Major repairs and renovations require the approval of the Board of Directors.
2. Listed below are examples of major repairs and renovations:
 - a. Any work that adds, changes or removes any wall, partition, window, closet or door in an apartment.
 - b. Any work in an apartment that alters or substantially affects the electrical, plumbing, heating or mechanical systems in that apartment or such systems elsewhere in the building.
 - c. Any change in the water, waste and/or gas piping and any electrical wiring or conduit removal, relocation or additions.
 - d. Replacement of bathroom or kitchen fixtures involving demolition or new construction.

- e. The installation of jetted bathtubs, spas, whirlpools, Jacuzzis or saunas is strictly prohibited.
 - f. Extensive or complete renovation of bathroom or kitchen.
 - g. Installation of a dishwasher or a refrigerator with icemaker feature.
 - h. Removal or installation of built-in cabinetry, kitchen or other appliances that require or involve any electrical or plumbing work.
 - i. Any work that alters or affects the exterior structure or appearance of the building.
 - j. Any other work that the Board and/or Managing Agent determines will or reasonably may be expected to affect adversely the safety, security and quiet enjoyment of the shareholders and other residents of the building or the physical integrity of the building and its systems.
3. Basic Shareholder Obligations: A shareholder planning major renovation work shall prepare plans, specifications and/or descriptions of the work in detail and present them to the Board for approval. The shareholder is responsible for obtaining all building permits required for the work as approved. If any work is performed that was not approved by the Board, the shareholder shall at his/her expense remove that work at his/her expense and restore the affected area of the apartment to a condition at least as good as it was in before the nonapproved work was performed.
4. Renovation Application Processing Fees:
All applications for major repairs and renovations must be accompanied by a check in the amount of \$300 and made payable to 135 Willow Owners Corp. This fee is non-refundable. If the Board of Directors deems it necessary to retain an architect or engineer to review the proposed renovation work, the cost of the professional review shall be paid by the shareholder. Please note that other fees may be imposed for site visits and inspections by licensed architects, engineers or other inspectors, as the Board may require. Additional processing fees may be imposed in the case of substantive amendments to previously submitted proposals. Typically, those fees will be \$200 for each additional review of any revised proposal or drawings and \$200 for each site visit or inspection. The Board may reduce or increase these fees periodically. All such additional fees shall, if not already paid, appear on the shareholder's next scheduled maintenance bill.
5. Section B-1: Scope of Work Letter, page 10
You must submit to the Board and the Managing Agent a letter containing a detailed description of all work you intend to have done. It must also include:
- a. architectural floor plans, details of electrical and/or plumbing changes and, if possible, elevation drawings
 - b. complete description of the demolition, removal and/or modification of existing walls and all proposed new construction (including materials)
 - c. the precise method and materials to be used.

Your Scope of Work Letter must include your contact information, including your name; address; home, business and cell phone numbers; and e-mail address.

6. When the Board has completed its review of the proposed work, the shareholder will be informed in writing of the Board's decision. The Board shall have the right to approve or disapprove all or part of the proposed work in

its sole discretion or to allow all or part of the proposed work to proceed under conditions specified by the Board in its sole discretion, which may include (but shall not be limited to) changes in the proposed work or furnishing of additional information.

7. **Section B-2: Contractor Information, Insurance and Licenses**, starting on page 11

This must include:

- a. Certificates of Insurance from contractor(s):
(for the required format see Sample Insurance Certificate on page 12)
 - i. Certificates of Insurance from New York State-licensed insurance companies naming 135 Willow Owners Corp. and Marin Management as additional parties insured.
 - ii. The coverage shall consist of comprehensive general liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000), or such higher amount as specified by the Board, PLUS workers' compensation and disability coverage for employees of the contractor and subcontractors.
- b. Copies of licenses from plumbers, electricians and other tradesmen

8. **Section B-3: Rules for Major Repairs and Renovations** (starting on page 13)

- a. Both the shareholder(s) and the contractor(s) must read, initial each page and sign this document.

9. **Section B-4: Renovation Agreement** (starting on page 17).

- a. The shareholder must read and sign this Agreement.

10. **Renovation Agreement Addendum – Lead-Based Paint** (starting on page 19)

- a. Both the shareholder and the contractor must sign the Renovation Agreement Lead-Based Paint Addendum

11. Security Deposit

- a. The shareholder must deliver to Marin Management a 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 Marin Management on a noninterest-bearing basis as a security deposit against any damage to the building as a result of the work to be performed. This deposit will be refunded to the shareholder at the completion of the work, less the cost of 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 deemed appropriate by the Board.

12. All work shall be in conformance with the New York City Building Code and approved by the New York City Department of Buildings (DOB), as may be required. A copy of all NYC Building Department approvals shall be presented to the Managing Agent to be kept on file.

13. The Shareholder must provide to the Managing Agent a copy of his/her homeowner's insurance.

135 WILLOW OWNERS CORP.

Section B-1: Scope of Work Letter

Major Repairs and Renovations

Name _____
Apartment # _____ Daytime Phone: _____
Email _____ Cell Phone: _____

Present Address (if not currently a resident of building):

.....
.....
.....
.....

Please provide a letter containing your contact information, as per above, as well as a detailed description of all work you intend to have done. This description should include, for example:

- Electrical: Include the precise means and method as well as materials to be used. In the case of additions or extensions to existing electrical circuits, replacement of the existing circuit breaker panel box will be required.
- Plumbing: (Note: at least 3 days' advance notice must be given for any water shut-down)
- Kitchen: (Insert applicable details)
- Bathroom: (Insert applicable details)
- Floors: (Note: only water-based polyurethane can be used)
- Walls: Include complete description of removal of existing walls and the construction (including materials) to be used for new walls
- Ceilings: (Insert applicable details)
- Major appliances: (Insert applicable details)

Architectural floor plans, details of electrical and/or plumbing changes and, if required or requested, elevation drawings must accompany all proposed improvements.

(End of Section B-1: Scope of Work Letter)

135 WILLOW OWNERS CORP.

Section B-2: Contractor Information, Insurance and Licenses

Major Repairs and Renovations

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.
2. A Certificate of insurance from the contractor. (See page 12 for "Sample Insurance Certificate")
 - a. **Important:** Certificates of Insurance must be from New York licensed insurance companies naming 135 Willow Owners Corp. and Marin Management, as agent, as additional parties insured. The coverage shall consist of general liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000), or such higher amount as specified by the Board. Such policy shall provide that it will not be terminated until at least (10) days' prior written notice to 135 Willow Owners Corp. and shall allow claims on an "occurrence" basis.
3. Workers' compensation and employees' liability policies covering all employees of the contractor and subcontractors. All such policies, or certificates evidencing their issuance shall be delivered to the Managing Agent.
4. Copies of licenses for plumbers and electricians.

Sample Insurance Certificate

Showing the contractor's name and address under "Insured" and
How the listings should appear for "Additional Insured" and "Certificate Holder"

CERTIFICATE OF LIABILITY INSURANCE		135WI-1 OP ID: NA					
		DATE (MM/DD/YYYY) 02/10/2015					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Total Management Corp. 3rd Floor 14 Front Street Hempstead, NY 11550	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : ABC Insurance Company INSURER B : DEF Insurance Company INSURER C : GHI Insurance Company INSURER D : INSURER E : INSURER F :						
INSURED Contractor 123 Main Street New York, NY 10001							
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
THIS IS TO CERTIFY THAT 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	123456789	02/10/2015	02/10/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	123456789	02/10/2015	02/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$	X	X	123456789	02/10/2015	02/10/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	123456789	02/10/2015	02/10/2016"> <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 135 Willow Owners Corp, its directors, members, volunteers, and Marin Management Corp are named as additional insureds with respect to all operations of the named insured at 135 Willow Street, Brooklyn, NY. Coverage is to be primary & non contributing and shall include waiver of subrogation in the certificate holder's favor.							
CERTIFICATE HOLDER				CANCELLATION			
135 Willow Owners Corp & Marin Management Corp. c/o Marin Management Corp 157 East 25th St New York, NY 10010				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			
© 1988-2010 ACORD CORPORATION. All rights reserved. ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD							

(End of Section B-2: Contractor Information, Insurance and Licenses)

135 WILLOW OWNERS CORP.

Section B-3: Rules for Major Repairs and Renovations

Major Repairs and Renovations

This section must be read, initialed on each page, and signed by both the shareholder(s) and the contractor.

1. Approval by Board of Directors: Major repairs and renovations require submission to and approval by the Board of Directors of 135 Willow Owners Corp. Submission to the Board must include the existing plan, demolition plan, new plans including electrical and/or plumbing plans, as applicable; all contractors' current insurance certificates and other applicable material as detailed below; and completed and signed Renovation Agreement. No work may begin before the Board has given its written approval of the renovation proposal.
2. Contractors; Insurance Requirements: All work must be performed by licensed and insured contractors. A shareholder may choose any qualified outside contractor to perform work in the building, subject to the rules and regulations in this package. The Managing Agent and the Board of Directors reserve the right to restrict or prohibit a contractor from working in the building in appropriate circumstances.

Insurance certificates must accompany submission to the Board. The general contractor must carry a general liability insurance policy in the amount of at least one million dollars (\$1,000,000), or such higher amount as specified by the Board, naming 135 Willow Owners Corp. and its Managing Agent as additional insured parties. Such policy shall provide that it will not be terminated until at least ten (10) days prior written notice to 135 Willow Owners Corp. and shall allow claims on an "occurrence" basis.

Workers' compensation and employee liability insurance policies covering all employees of the contractor and subcontractors are required. All such policies, or certificates evidencing their issuance, shall be delivered to the Managing Agent.

3. Review of Proposal by an Architect or Engineer: If the Board of Directors deems it necessary to retain an architect or engineer to review the proposed renovation work, the fee for such professional review shall be paid by the shareholder. Please note that other fees may be imposed for site visits and inspections by licensed architects, engineers or other inspectors, as required. Such other fees, if any, shall be paid by the shareholder.
4. Security Deposit: Following approval by the Board, the shareholder shall sign a renovation agreement and deposit \$1,000 or 5% of the estimated cost of the work, whichever is greater, as a deposit against damage to the building as a result of the work to be performed. This deposit will be refunded to the shareholder at the completion of the work after deduction of the cost of any repairs determined by the Board to be 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 determined to be appropriate by the Board.
5. All work shall be performed in a good and workmanlike manner and shall cause the minimum amount of disruption to other residents. The shareholder or contractor shall provide a timetable for commencement and completion of the work to the Managing Agent and the superintendent consistent with the timetable stated in the Renovation Agreement.
6. The shareholder shall notify the Managing Agent and the superintendent at least one week before the work is to commence and shall notify the Managing Agent and the superintendent upon completion of the work. All work shall begin and must be completed in the time specified in paragraph 4 of the Renovation Agreement. Extension of the time is solely at the discretion of the Managing Agent or the Board of Directors.

Initialed by Shareholder: _____ **Initialed by Contractor:** _____
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7. **Notification to Immediate Neighbors:** Before the commencement of any renovation work, the shareholder must notify in writing the residents of apartments adjacent to, above and below the apartment to be renovated advising that alteration work will be performed and when it will be performed. If deemed necessary by the Board, the interiors of apartments adjacent to and below the apartment to be renovated shall be inspected and photographed to ensure that any future claims reflect only the true extent of any potential damages incurred as a result of said renovation. This inspection will be made at the convenience of the residents of these apartments and with the superintendent and/or Managing Agent present. Claims for damages resulting from renovation will be the responsibility of the renovator. The renovator is not responsible for pre-existing conditions noted in the inspection.
8. **Building Access:** All work is to be performed between 8:00 a.m. and 4:30 p.m. weekdays. No work may be performed on Attachment 1 – Observed Holidays, page 20 or on weekends. No work may be brought into the building, or work started in the building, before 8:00 a.m. and all work must cease by 4:30 p.m. with all clean up completed by 5:00 p.m. Any work which can produce unusual or excessive noise, and which might be disturbing to building occupants, shall not be started before 10:00 a.m.

The shareholder shall ensure that the contractor(s) check in and check out with the superintendent each day so that he/she knows who is working in the building, whether or not the shareholder is present.

All delivery or removal of material shall be made through the basement service entrance.

The superintendent must be informed at least 72 hours in advance in the event a disruption of essential service (e.g., water) and the contractor must receive the superintendent's and Managing Agent's permission in connection therewith. Without advance notice, plumbing shutdowns will not be permitted.

9. **Protection of Building Common Areas:** Hallway carpeting and floor tiles must be protected from the elevator to the apartment or terrace by means of heavy-duty construction paper or particleboard. When using particleboard, it is also required to place clean, heavy-duty construction paper on top of the carpeting before laying down the particleboard. Any use of heavy-duty construction paper must be removed daily and new, clean paper installed the next day.

The elevator floor and walls 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 shareholder.

The apartment hallway door(s) must be closed at all times during construction for noise, dust and odor abatement.

All work must be done, and all materials must be kept, within the apartment. No preparatory 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.

The basement, hallways, corridors or other common areas of the building may not be used for storage of tools or materials.

10. **Removal of all trash and demolition material:** It is the sole responsibility of the contractor and/or the shareholder to remove all trash and demolition material each day, and to dispose of such materials properly. No debris shall be left in any part of the building passageways or in front of the building. No materials, trash or tools are to be stored in the basement.

Initialed by Shareholder: _____ **Initialed by Contractor:** _____

11. If any accident or emergency occurs on the job site, the shareholder or his/her contractor shall notify the superintendent and the Managing Agent immediately and send a copy of an incident or accident report to the Managing Agent at the same time the report is forwarded to any other party.
12. The Managing Agent or the Board may, at any time during construction, at their respective discretion, inspect the work in progress and will make an inspection at completion of construction to ascertain that the work has been done in conformity with the plans and specifications as approved by the Board prior to the return of any deposits.
13. Approval is granted for plans as submitted. The shareholder shall inform the Board, immediately in writing, of any changes to, or to be made to, the work that renders it different in any material respect from the work described in the plans and specifications initially submitted to the Board for its consent. Substantive changes require re-submission to the Board for review and approval before work involving any such changes may begin. Additional processing and review fees may be imposed in the case of substantive amendments to previously submitted proposals.
14. New or Expanded Kitchen or Bathroom Space.
 - a. In a proposed apartment renovation in which the applicant/shareholder intends to expand an existing kitchen or bathroom, or to place a kitchen or bathroom (or a portion thereof) in a location where neither previously existed, the Board of Directors must approve each such proposal individually.
 - b. At a minimum, the entire footprint of the new or expanded wet space (kitchen or bathroom) must be satisfactorily waterproofed with Laticrete 9523 or some other acceptably equivalent material. This material shall extend from the floor at least six inches (6") up each wall of the space in question and to the full height of any shower, bathtub or shower/bathtub combination.
 - c. No such alteration shall be permitted unless it has been satisfactorily demonstrated, through inspection and observation by the Board, and/or its engineer or other designee, of the walls surrounding the affected chase (which may involve demolition if deemed appropriate), that proper and secure plumbing connections can be achieved. In making this determination, the Board may take into account past apartment renovations in which comparable alterations were considered.
 - d. After inspection by the Board or its consultant, who find it prudent or necessary due to age or condition, all branch lines from the risers to all fixtures and shut-off valves shall be replaced by the shareholder with copper pipes and proper valves by a professional plumber licensed in the City of New York and in accordance with all current codes and practices.
15. Additional regulations regarding demolition, construction, installations, and alterations:
 - a. If major electrical work and re-wiring is done, the circuit breaker panel must be replaced with a panel appropriate for the size of the apartment and carrying a certification by Underwriters Laboratories Inc. in effect at the time of installation.
 - b. No structural slab may be cut or channeled for any wiring or piping. No water piping, gas piping or electrical wiring under floors is permitted.
 - c. All electrical, plumbing and other work in the building requiring a governmental license must be performed only by a contractor licensed in the State of New York or the City of New York.
 - d. No pot filler water valves are allowed above kitchen ranges.
 - e. No gas work requiring riser shutdown is allowed.

- f. No offsetting or other relocation of electric, gas or plumbing risers is allowed.
- g. Any modification of existing building heating 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.
- h. No renovation shall alter, compromise, or adversely affect the mechanical exhaust system of the building. Range hoods, and /or exhaust fans and other such devices shall not be connected to the building exhaust system. Any violation of this rule and the mechanical code or building code of New York City shall be remedied within a five (5) business day period from notification of violation of this rule by the shareholder at his or her expense and in conformance with the applicable code.

16. **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.** All proposals that require filing with the New York City DOB or that involve new or re-configured room partitions and/or new plumbing fixtures in new locations may be sent by the Board, if deemed appropriate, to the co-op's architect and/or engineer for review. The fee for such professional review shall be paid by the shareholder. Other fees may be imposed for site visits and inspections by licensed architects, engineers or other inspectors, as required. Typically, those fees will be \$200 for each additional review of any revised proposal or drawings and \$200 for each site visit or inspection, but the co-op reserves the right to increase or decrease these fees as necessary.

17. At completion, copies of all controlled inspections, equipment use permits, plumbing and electrical sign-offs, and letters of completion from DOB shall be submitted to the Managing Agent to retain on file. Until all such documents are submitted, the security deposit will not be returned to the shareholder.

Shareholder (print name)

Shareholder signature

Date

Contractor's Name (print name)

Contractor signature

Date

Contractor Company Name

(End of Section B-3: Rules for Major Repairs and Renovations)

135 WILLOW OWNERS CORP.

Section B-4: Renovation Agreement

Major Repairs and Renovations

Date: _____

TO: 135 Willow Owners Corp., Owner
c/o Marin Management Corp.
157 East 25th Street
New York, NY 10010
Attention: Gary F. Glabman, Managing Agent

RE: Apartment No. _____
Building: 135 Willow Street
Brooklyn, NY 11201

Ladies and Gentlemen:

Pursuant to paragraph 21 of the Proprietary Lease for my Apartment, I hereby request your consent for the renovations, installation of equipment, repairs and other changes in my Apartment (collectively, the "Work") described in the documents attached to this letter (collectively, the "Work Documents").

I represent and covenant that the description of the Work described in the Work Documents is accurate and complete and complies and will comply with all requirements applicable to the Work stated in the Renovation Package (April 2021 Edition) ("Renovation Package") that I have received and reviewed. My contractor(s) and I will not perform any Work, install any equipment or make any other changes in my Apartment that are not described in the Work Documents.

I shall cause all Work to be performed in accordance with the Work Documents, your other House Rules and all laws, regulations and rules of all governmental bodies or agencies applicable to the Work.

1. I will, prior to the commencement of any Work:

- a. Deliver to you a complete copy (including all amendments and waivers) of every purchase order, work order or other agreement (signed by all parties) made with contractors and suppliers.
- b. If required by law or governmental regulations, 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, deliver to you a copy of every permit, certificate, notice or other written approval obtained from any governmental agency.
- c. Procure from my contractor(s) and their subcontractors:
 - i. A comprehensive general liability policy, in the minimum amount of \$1,000,000, that names you and your Managing Agent, as well as myself, as parties insured. Such policy shall provide that it may not be terminated until at least ten days after written notice to you and shall allow claims on an "occurrence" basis; and
 - ii. Workers' compensation and employees' liability insurance policies covering all employees of the contractor and its subcontractors. All such policies, or certificates evidencing their issuance, shall be delivered to you.

2. If you require legal, engineering or architectural advice at any time with respect to the Work, I will reimburse to you, as additional maintenance pursuant to my Proprietary Lease, on demand, the reasonable fees you incur for this purpose.
3. In addition,
 - a. I assume all risk of damage to the building and its mechanical systems, and to persons and property in the building that may result from or be attributable to the Work, and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, the 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, electrical, air conditioning and other equipment installed or altered pursuant to the Work Documents. 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 at my sole expense.
 - b. The alterations made and the materials used in the Work shall be of quality and style consistent with the general character of the building.
 - c. I shall indemnify you, your Managing Agent, the directors, officers and employees of you and your Managing Agent and the shareholders, residents, tenants and occupants of the building (each, an "Indemnified Party") for any violations placed against the building, and damages suffered to person or property as a result of the Work, whether or not caused by negligence, and shall reimburse each Indemnified Party for any expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred as a result of the Work or arising out of the Work.
4. All permitted Work shall be completed as promptly as commercially practicable.
5. I will bear and pay the entire cost of alterations and installations and pay all bills in connection with the Work. If any mechanic's or other lien is filed for Work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged in full within ten days after such filing. If I fail so to do, you may forthwith exercise any or all of your rights and remedies under the Proprietary Lease and this Agreement.
6. 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 is required, and such proof as may be necessary to demonstrate that all Work has been done in accordance with all applicable laws, ordinances and government regulations.
7. My failure to comply with any provision this Agreement shall be deemed a breach of the Proprietary Lease for my Apartment, pursuant to which your consent to undertake the Work has been granted. In addition to all other rights you may have under the Proprietary Lease for my Apartment and applicable law, you may also suspend all Work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.
8. This Agreement may not be changed orally. This Agreement shall be binding on you, me, and our personal representatives and authorized assigns.

Very truly yours,

Shareholder's Name (please print)

Signature of Shareholder

Shareholder's Name (please print)

Signature of Shareholder

(End of Section B-4: Renovation Agreement)

135 WILLOW OWNERS CORP.

Renovation Agreement Addendum – Lead-Based Paint

Major Repairs and Renovations

Apartment Number: _____

The undersigned shareholder has been advised by 135 Willow Owners Corp. that the building was constructed and maintained during a period when lead-based paint was used. Therefore, there is a strong likelihood that lead-based paint remains in the shareholder's apartment. The Corporation has supplied the shareholder with the publication "Protect Your Family from Lead in Your Home," receipt of which the shareholder acknowledges. The shareholder has advised the Corporation that the shareholder's contractor has agreed to assume all responsibility for the proper treatment in accordance with all applicable laws and regulations of lead-based painted surfaces in connection with the renovations and other work being done in the shareholder's apartment. By its signature appearing below, the contractor accepts and agrees to perform its obligations in this regard.

Shareholder (print name)

Telephone Number

Shareholder signature

Date

Contractor (print name)

Telephone Number

Contractor signature

Date

Contractor Company Name

Contractor Address

Contractor City, State, Zip Code

(End of Renovation Agreement Addendum – Lead-Based Paint)

135 WILLOW OWNERS CORP.

Attachment 1 – Observed Holidays

For purposes of this Renovation Package, the following are considered "Observed Holidays"

- A. New Year's Day
- B. Martin Luther King Day
- C. President's Day
- D. Good Friday
- E. Memorial Day
- F. Independence Day
- G. Labor Day
- H. Rosh Hashanah
- I. Yom Kippur
- J. Thanksgiving Day
- K. Christmas Eve
- L. Christmas Day

(End of Attachment 1 – Observed Holidays)

135 WILLOW OWNERS CORP.

Renovation Package History

Changes made by the 135 Willow Owners Corp. Board of Directors since March 2019 will be summarized here for 5 years.

- May 2021
 - Formatting and Style Uplift
- April 2021
 - Section B-3: Rules for Major Repairs and Renovations
 - 14.d Covering Plumbing/Branch/Valve Rule on page 15
- March 2019
 - Section B-3: Rules for Major Repairs and Renovations
 - 15.h: Mechanical Exhaust System Rule on page 16