

ALTERATION PACKAGE

Dear Unit Owner,

Congratulations on your decision to upgrade your apartment. The Board of Managers wish you the best in this exciting process!

Enclosed is a copy of the Alteration Package that contains the necessary documents required in connection with an application for approval. This document is a collaboration between Board of Managers, the Managing Agent, Handymen, independent contractors and third-party engineers and architects. The purpose of the Alteration Package is to preserve the integrity of building's original HVAC, plumbing, electrical and communication systems, as well as to prevent irrevocable damage to the bearing walls, walls adjacent to neighboring Units and common areas, and original concrete ceilings and floors inside the Unit.

This Alteration Package will summarize Brightwater Towers Condominium policies and procedures in order to assist you in understanding them and to help you proceed in an expeditious manner. Closely following this agreement will help you get through the apartment repairs and alterations easily with minimum disturbance to the other Residents in the Building and intervention of Management.

As a general matter, Brightwater Towers Condominium views favorably improvements to apartments, as they enhance the value of that apartment and the Building as a whole. The Brightwater Towers requires, however that any alterations must be performed in a manner that conforms to the standards, quality and infrastructure of the Building, safety, and do not unduly interfere with the Condominium and its other Unit Owners.

A. THE PROCESS TO INITIATE A REQUEST OF APPROVAL

Please note that no application will be approved until all the required information has been submitted.

- 1. All proposed alterations ("Work") must be cleared through and approved by the Brightwater Towers Condominium through Management, who will determine in each instance, in its sole discretion, whether the services of a licensed professional are necessary. In addition, where applicable, the reviewing architect or engineer will determine whether a Department of Buildings ("DOB") permit is required in connection with the proposed Work. For example, if any wall, wiring or plumbing fixture is to be relocated, removed or added, the Work will be subject to code requirements and limitations and will have to be filed at DOB by a licensed professional.
- 2. Before granting of approval will be considered, the Unit Owner must provide Management with a completed application together with the required attachments ("Application"). A copy of the Alteration Package that is enclosed is also available on Brightwater Towers Condominium Website

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(www.bwtcondos.com) and from the Management Office. The Package includes a checklist to assist you to confirm that all necessary documents are included in the submission.

Note: Where only Do-It-Yourself (DIY) minor cosmetic or decoration work is involved, the Condominium may permit the work to proceed without the necessity for the execution of a full-length Alteration Agreement and compliance with all the terms of the Alteration Package and instead accept the Short Form Cosmetic/Decoration Application and Agreement which must comply with NYC DOB policies/regulations as follows:

"A person or business must have a Home Improvement Contractor License to do construction, repair remodeling, or other home improvement work to any residential land or building in New York City."

"Minor home improvement work such as installing kitchen cabinets does not require a permit, although the contractor must have a license from the Department of Consumer Affairs."

- 3. As part of the approval process the Unit Owner must provide to Management:
 - a. A completed Application for Alteration Approval, together with a narrative description of the scope of the Work to be done together with, in most instances, drawings, plans and specifications of the Work prepared by an architect or engineer ("Plans"). It is important that the Plans include a description of the current conditions of the apartment that are slated for Work.
 - b. Two (2) originals of the signed Alteration Agreement.
 - c. An acknowledgement from the Unit Owner's architect, engineer, contractor and subcontractor(s) that they have read and will comply with the Condominium's Alteration Package and the Application.
 - d. A letter from the Unit Owner to his or her adjacent neighbors advising them of the Work, including the anticipated date on which it will commence and the anticipated duration of the Work.
 - e. A copy of all executed contracts relating to the Work from the contractor and any sub-contractors.
 - f. A letter from all contractors and subcontractors which contains their license numbers and a recitation that they are licensed to perform work in New York City and, where applicable, a recitation that all work involving plumbing or electrical work will be done by licensed persons. A copy of all necessary up to-date licenses, including without limitation, Contract Department of Consumer Affairs license, and applicable Plumber's license and Electrical license must be attached.
 - g. An agreement from each contractor and subcontractor releasing and waiving any claims against the Condominium and agreeing to indemnify and hold harmless the Condominium, its directors, officers and Unit Owners, agents (including without limitation, the Managing Agent) and employees, any architect or engineer engaged by the Condominium and any tenants, occupants, guests or invitees in the Building with respect to the Work.
 - h. The required insurance and insurance certificates from the contractor and any sub-contractor.
 - i. The required checks for the fees that are identified in the Alteration Agreement.
 - j. Any professional fees that the Condominium may seek in advance to assist it in evaluating the scope of the Work contemplated.
 - k. Where applicable, a copy of all applications for permits, permits and sign offs as may be required and stamped by the NYC DOB for the proper filing of the Work.
 - 1. Compliance with any other requirements of the Condominium. Note: All safety issues found during inspection must be included the scope of work of the renovation.
 - m. Work must include 12 Months Warranty upon completed renovation for all work conducted in the unit.
- 4. Most importantly, no work may commence without the Condominium's written approval.
- 5. **Denial of Request.** Requests may be denied for any of the following reasons: (a) Incomplete or unclear application, in which case it will be returned to applicant with appropriate instructions for re-application;

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(b) Other Unit(s) or Common Elements would be adversely affected by the proposed change; (c) A determination that the change would significantly increase water consumption or adversely impact the common water drainage system.(d) A determination that the change would significantly increase Common Element electrical consumption or adversely affect the building circuits. (e) Other reasons stated and supported by the Board, as applicable.

B. THE CONDOMINIUM'S FOLLOW UP ON A REQUEST FOR PERMISSION TO PERFORM AN ALTERATION

- 1. Upon submission of the listed documents, the review process will begin. The first step will be for Management to review the Application for completeness. If items are missing, Management will inform the requesting Unit Owner(s) and ask that they be submitted to complete the documentation. As that takes place, the Building Professional(s) will analyze the plans and scope of work submitted and will typically respond with comments, questions and recommendations of his or her own. At that point, those comments, questions and recommendations are passed along to the Unit Owner's architect or engineer for clarification and confirmation. When the Unit Owner's architect's or engineer's review is completed, his or her responses will be submitted to the Building's Professional(s) for further review. This process may continue until all the issues noted in the Building's Professional(s)' report are addressed to the Building's Professional(s)' satisfaction.
- 2. Once the Building's Professional(s) has confirmed that he or she has no further comments or questions, Management will check to see that all of the documents, licenses, permits, fees and other required materials have been submitted. Once all the requirements are satisfied, the Application will be reviewed for consideration of approval. This process, from start to finish, may take months, particularly with extensive projects. Many delays are caused by incomplete initial submissions; therefore, it is imperative to make complete submissions to expedite the process.

C. THE CONDOMINIUM'S REVIEW OF WORK IN PROGRESS

While the Work takes place, the Building staff may visit the apartment from time to time to monitor the progress of the Work. Additionally, should questions or concerns be raised during the project, upon prior notice to Unit Owners, the Condominium may bring in the Building's Professional(s), at the Unit Owner's expense, for inspections and consultation.

D. THE PROCESS OF COMPLETING THE WORK

After completion of the Work, the Unit Owner shall provide, where applicable, the following items:

- 1. A DOB Letter of Completion.
- 2. An electrical sign-off by the Bureau of Electrical Control (BEC), if required.
- 3. A Plumbing Inspection Certificate signed by the licensed plumber who applied for the permit, if required.
- 4. All approvals, sign-offs, permits, licenses, certificates and consents required by any governmental authority with respect to the Work.
- 5. As built drawings in PDF and CAD format.

Sincerely,

Board of Managers Brightwater Tower Condominium

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ALTERATION AGREEMENT

FOR BRIGHTWATER TOWERS CONDOMINIUM APARTMENT

This Agreement, made as of this	day of	, 20	_ between The Boar	d of Managers
of Brightwater Towers Condominiu	m(the "Board of	f Managers) with a	n address: 501/601	Surf Avenue,
Brooklyn NY 11224 and				(Unit Owner)
(the "Unit Owner") having a mailin	g address of			

WITNESSETH:

WHEREAS, the Unit Owner desires to install equipment and/or make alterations in apartment (Unit No.) (the "Apartment") at 501/601 Surf Avenue, Brooklyn, New York (the "Building"); WHEREAS, the by-laws of the Condominium (the by-laws of the Condominium together with the Declaration of Condominium, as each of them may be amended from time to time are hereinafter referred to collectively as the "Condominium Documents") provides in substance that no equipment shall be installed and no alterations shall be made in the Apartment without the consent of the Board of Managers; and

WHEREAS, the Unit Owner desires to obtain such consent;

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

I. PRE-CONSTRUCTION PHASE

- 1. Unit Owner have received and reviewed the Brightwater Towers Condominium Alteration Package and agree that the General Work Policies and Procedures and Technical Specifications set forth therein are incorporated by reference into this Agreement and that Unit Owner and Unit Owner Contractor(s) (as hereinafter defined) will comply with them in all respects.
- 2. Unit Owner agree that neither the Condominium nor anyone acting on its behalf has expressed any opinion as to the design, feasibility or efficiency of the Work, or whether the Work complies with law or may be completed within the Construction Period (as hereinafter defined); and that the Condominium will not be responsible in any way whatsoever for the partial or complete failure or the performance of any system, component, equipment or structure installed or part of the Work, or for any hidden or latent conditions that may be revealed or may arise in connection with the Work; it being understood that the foregoing responsibilities are assumed by Unit Owner.
- 3. Unit Owner agree to assume all risks of damage to the Building and its equipment, components and systems, and to persons and property in the Building which may result from or be attributable to the Work and all responsibility for the maintenance and repair of any alterations and installations after completion and for payment of all costs and expenses relating to such maintenance and repair. This responsibility shall cover all Work, whether structural or nonstructural, the weather tightness of any and all windows, exterior walls or roofs, waterproofing of every part of the Building directly or indirectly affected by the

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Work, and the maintenance of all heating, plumbing, air-conditioning and other equipment, systems or components installed or altered pursuant hereto or otherwise affected by the Work. Unit Owner agree that if the operation of the Building or any of its equipment, systems or components are adversely affected by the Work, Unit Owner shall, when so advised, promptly remedy the problem to the Condominium's satisfaction or the Condominium may elect, in its sole discretion, to cause the problem to be remedied using its own contractor, in which event the Unit Owner shall pay all costs and expenses incurred to effect such remedy upon the Condominium's demand. Notwithstanding anything to the contrary set forth herein, the Condominium shall have the right, in its sole discretion, to cause its own contractor or other worker(s) to perform any or all of the repairs or maintenance obligations of Unit Owner hereunder, in which event the costs and expenses incurred in such performance shall be paid by Unit Owner to the Condominium on demand.

- Unit Owner agree to assume all responsibility to maintain, repair or replace the Work and any portion of the Premises or any system, equipment or component of the Building affected thereby, notwithstanding anything to the contrary set forth in the By-Laws and whether or not such maintenance, repair or replacement requires structural work. If the Condominium deems it necessary to remove, lift up, expose or otherwise disturb any of the Work to determine the source of any leak or other problem or otherwise to comply with its obligations under any and all applicable laws, ordinances, rules or regulations (collectively, the "Laws") or any agreement to which it is a party, the Condominium and its agents and contractors shall have the right of access to the Premises to do so, and Unit Owner shall pay to the Condominium, upon demand, all costs and expenses that the Condominium may incur in connection therewith. Moreover, Unit Owner shall bear all costs and expenses required to repair, replace or reinstall any portion of the Work that may have been damaged or destroyed in connection therewith including, for example, floor and wall coverings and other finishes. Unit Owner shall have no claim against the Condominium, its directors, officer, unit owners, agents (including without limitation, the Managing Agent) or employees, any architect or engineer engaged by the Condominium or any occupants, guests or invitees in the Building for any losses that Unit Owner may suffer as a result of the Condominium's exercise of its rights hereunder.
- 5. Unit Owner agree to bear any and all costs and take such action as the Condominium may require with respect to any condition arising from or relating to the Work which (a) interferes with the rights of any other occupant of the Building, (b) does not comply with the Plans, as defined below, or the Laws, or (c) causes or threatens to cause damage to the Premises, any other apartment or any other portion of the Building.
- 6. Unit Owner agree not to make any claim against or seek to recover from the Condominium or its officers, unit owners, agents, employees, contractors, invitees or any other occupants of the Building for any damage to persons or property caused by the perils within the scope of the insurance policies described below in paragraph 8(g), whether or not the loss is due to the carelessness or negligence of such named persons. In no event, however, shall Unit Owner be required to indemnify the Condominium or any such other parties from any of the foregoing, if and to the extent arising from the negligence of the Condominium or any such party, respectively.
- 7. Unit Owner agree to bear the entire cost of the Work, pay all bills incurred in connection therewith and discharge within ten (l0) days after filing any mechanic's or materialmen's liens filed for work claimed to have been done or materials alleged to have been supplied; it being understood that failure to do so will permit the Condominium to exercise any or all of its rights and remedies under the By-Laws or this Agreement, including, without limitation, the right to discharge any such lien by payment, bonding or

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otherwise (without investigation as to the validity of such lien) and collect all amounts paid and any costs and expenses incurred in connection therewith, including, without limitation, attorneys' fees, court costs, disbursements and interest, if any. Unit Owner agree further that all such amounts may be added to Unit Owner account and billed as additional common charges.

8. Unit Owner agree, prior to commencing the Work:

- a. To provide the Managing Agent of the Building (the "Managing Agent") with an Application for Alteration Approval, including a written narrative specifying, in layman's terms, the Work. See Attachment A.
- b. To provide the Managing Agent with a complete set of the Plans, specifications and general requirements for the Work (collectively, the "Plans"), signed and sealed by a registered architect or engineer and a complete and conformed copy of Unit Owner agreement with the Contractor(s) and any amendments thereto. The Condominium will **not authorize** an application to the Department of Buildings in the form of "**professional certification**."
- c. To file the Plans with, and procure any and all requisite consents, permits, sign-offs, licenses, certificates and approvals of the Work that are required by the Laws or by any governmental authority having jurisdiction over the Premises or the Building including, without limitation, the New York City Department of Buildings, and to provide the Managing Agent a copy of every consent, permit or approval and any document reflecting any changes or amendments thereto, not more than ten (10) days after receipt.
- d. To provide the Managing Agent with a signed statement that Unit owner's architect or engineer and general contractor, as the case may be, has reviewed the Plans and that the Work shown thereon, if constructed pursuant to the Plans, will meet, in every specification, the requirements of the Laws and of the Authorities and that he or she has received, reviewed and is familiar with the Condominiums General Work Policies and Procedures and Technical Specifications and all Work and Plans will be in accordance therewith. See Attachment B.
- e. To deliver to the Managing Agent a completed Contractor and Subcontractor Information Questionnaire (whether hired at the inception of the project or subsequently) which includes a written agreement in which each such contractor or subcontractor agrees and acknowledges that it has received, reviewed and is familiar with the Condominium's General Work Policies and Procedures and Technical Specifications and that it agrees to comply with them in all respects. Unit Owner further agrees that the Condominium may disapprove of unit owner contractor's selection of any contractor or subcontractor in its sole and exclusive discretion. See Attachment C.
- f. To deliver to the Managing Agent a completed Contractor Release and Indemnification Agreement signed by the contractor and each subcontractor in the form attached as **Attachment D.**
- g. To deliver to the Managing Agent copies of insurance policies or certificates thereof in form and substance and from insurers satisfactory to the Condominium providing:
 - (i) for commercial general liability and property damage insurance coverage, on an occurrence basis having primary limits of at least \$1,000,000 per occurrence with not less than a \$2,000,000 aggregate & Umbrella of at least \$5,000,000 which policies shall name Unit Owner, the Condominium, its Board of Managers, its Officers, and the Managing Agent, and such other persons or entities as may be designated by the Condominium as parties insured, such policies to include coverage for all operations of independent contractors, blanket contractual liabilities (oral or written), completed operations and products liability, broad form property damage, explosion, collapse and underground hazards (X C & U) and shall be written on an "on occurrence basis" and it is understood and agreed that in the event the Condominium deems the Work to be a substantial Alteration of the Premises, it

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may, in its sole discretion, require Unit Owner Contractor to provide and furnish to the Managing Agent proof of insurance in a greater amount, which will not exceed Five Million and 00/100 (\$5,000,000.00) Dollars; and

- (ii) worker's compensation coverage in accordance with statutory requirements of New York State and employer's liability insurance policies, covering all employees of the Contractor; and
- (iii) a certificate or other proof satisfactory to the Condominium that the policies may not be terminated without giving at least thirty (30) days prior written notice to each insured party. **See Attachment E**; and
- (iv)To notify in writing all the apartment owners on Unit Owner floor and those immediately above and below the Premises before the commencement of the Work. **See Attachment F**; and
- (v) To obtain the Condominium's consent to the Work, as depicted in the Plans: **See Attachment G**.

9. Indemnification by Unit Owner:

The Unit Owner shall defend (with attorneys chosen by the Unit Owner and reasonably acceptable to the Board of Managers), indemnify and hold harmless the Indemnified Persons from and against all Claims, Liabilities and Expenses arising out of or related to the Work or any act or omission of the Unit Owner or any of its contractors, subcontractors, architects, engineers or consultants, except as limited herein. This agreement to indemnify specifically contemplates full and complete indemnity in the event liability is imposed against any one or more of the Indemnified Persons without any negligence on their part and based solely by reason of statute, operation of law or otherwise. In the event an Indemnified Person(s) is held to be liable in part, indemnification shall be limited to any liability imposed over and above that percentage of liability attributable to such Indemnified Person(s). Nothing in this paragraph, nor in this Agreement, shall exempt the Board of Managers from liability it may otherwise have for damages for injuries to person or property caused by or resulting from the negligence of the Board of Managers, its agents, servants or employees.

10. Alteration Duration and Limits:

Unit Owner agrees that all Work shall be completed no later than **180 days** after its commencement, exclusive of week days on which work is not permitted to be performed in the Building or events of force majeure (the "Construction Period"), TIME BEING OF THE ESSENCE with respect to such deadline, unless the Condominium consents in writing to an extension of time for the performance of the Work, which consent, if granted, may be subject to such terms and conditions as the Condominium may impose. In the event that the Condominium approves the continuation of the Work after the Construction Period, it may be conditioned on the Unit Owner agreeing to pay the Condominium an extension fee to compensate the Condominium for the continued inconvenience and supervision resulting from the Work. Unit Owner agree further that all such amounts may be added to Unit Owner account and billed as additional common charges.

I. CONSTRUCTION PHASE

During the Construction Phase Unit owner hereby agree that:

1. The Work shall, at all times, be performed by skilled labor, in a competent and workmanlike manner, only during such hours and days as may be acceptable to the Condominium, in a manner designed not to interfere with or disturb other residents of the Building, and in accordance with all Laws and the requirements of all Authorities; if the Work results in any increases in insurance premiums payable by the Condominium, and upon prior notice of the increase, the Unit Owner shall pay such sums to the Condominium upon demand.

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2. The Work:

- a. must be performed in the manner, at the times and as provided for in the Condominium's General Work Policies and Procedures For Alterations and Technical Specifications Applicable to All Alterations:
- b. may be stopped and all workers may be prohibited from entering the Building with or without notice and without any liability to Unit Owner or any other person or entity if the Condominium determines it is necessary to do so.

3. Work Hours and Noise:

The Work shall be undertaken diligently and, in a manner, so as not to disturb other occupants of the Building. The Work shall be performed only on Mondays through Fridays (excluding holidays) between the hours of **8 a.m.** and **5 p.m.**; provided however, that any noisy Work which may disturb other occupants shall not be performed before **9 a.m**. The Work shall not be performed on weekends or holidays. The Board of Managers shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing. The use of jackhammers or other pneumatic devices may not be used without the specific written permission of the Board of Managers, which may be withheld or, if given, may limit the use thereof or set other conditions.

- 4. If, during the Work, additional personnel are required by the Condominium to operate the freight or service elevators in the Building or to transport workers, materials, or rubbish to and from the Premises, or for any other purpose, Unit Owner shall make appropriate compensation arrangements with respect to all extra employees or the overtime of existing employees, required, and Unit Owner shall pay to the Condominium, upon demand, all expenses incurred in connection therewith. Unit Owner shall not engage the services of any Building employee in connection with the Work without the Condominium's prior consent.
- 5. If, in connection with the Work, any portion of the Building or any of the common areas thereof or any apartment therein is damaged (the "Work Damage"), or if any Work is rejected by the Condominium as defective or as failing to conform to this Agreement, whether or not fabricated, installed or completed the ("Defective Work") Unit Owner shall commence repairs of the Work Damage or Defective Work within ten (10) days after notice thereof and diligently prosecute such repairs to completion. In the event Unit Owner fail to commence such repairs within such ten (10) day period, or thereafter fail diligently to prosecute such repairs to completion, the Condominium may, if it so elects, upon seven (7) days prior notice (except in an emergency, in which case no notice shall be required) perform such repairs at Unit Owner sole cost and expense, and Unit Owner shall, upon demand, pay to the Condominium any and all sums that it may have expended in connection therewith. Notwithstanding anything to the contrary set forth herein, the Condominium shall have the right, in its sole discretion, in the case of Work Damage or Defective Work, to cause its contractor(s) or other worker(s) to perform any or all of the repairs or maintenance obligations of Unit Owner hereunder, in which event the costs and expenses incurred in such performance shall be paid by Unit Owner to the Condominium on demand.
- 6. The Condominium, Building Professional(s), Managing Agent, Resident Manager, and any of their respective agents and employees shall have access to the Premises at all times to observe and inspect the Work and to exercise any and all of the Condominium's rights hereunder.
- 7. If the Work creates any violation of any term, condition or requirement of any insurance policy maintained by the Condominium, or of any of the Laws of any Authority, Unit Owner will, at Unit Owner own cost and expense, do whatever work is necessary to obtain and pay any and all fines, interest and

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- penalties arising from, and will submit to the Condominium a dismissal of, any such violation or violations.
- 8. Unit Owner agrees that the **Master Shut-off Valve** (the "Master Shut-off Valve") shall be installed, at the Unit Owner's expense, in each Bathroom of the Unit during Major Alterations if no such valve had been installed prior. Note: Toilet lead bend must be also replaced with this type of alteration.
- 9. Unit Owner agrees to upgrade/replace the **Electrical Distribution Panel** to comply with the most recent electrical code during **ALL** types of Alterations if no such panel had been upgraded prior.
- 10. Unit Owner also agrees not to block wall opening behind Bathroom medicine cabinets and install removable type cabinet in each Bathroom of the Unit during renovation for future access.
- 11. Unit Owner agrees to install only Condominium **approved** in-wall AC units in tandem with architectural AC grills. The Condominium only authorizes universal sleeve fit in-wall AC units and split system airconditioners to be installed.

12. Additional Requirements:

- a. **No Change in Building heating**. The Unit Owner recognizes that no change in the operation of the Building's heating system to facilitate the functioning of any heating that the Unit Owner may be installing will be permitted. If the existing radiation is modified in any way, Unit Owner shall assume responsibility for the adequacy of the equipment substituted for the present radiation in order to heat the Premises properly, in accordance with the House Rules and policies of the Condominium in effect from time to time, and the **Condominium shall have no further responsibility** for the adequacy of such equipment.
- b. The Following Appliances Are **Not** Permitted in the Units:
 - 1) Garbage disposals or pot filler faucets.
 - 2) Jetted tubs of any kind.
 - 3) Steam Units.
 - 4) Saunas, of any kind.
 - 5) Any exhaust to the outside.
 - 6) Built-in wall speakers sharing common walls with the other Units.
 - 7) Electric cooktops and stoves.
 - 8) Heated floors.
 - 9) Window Air Conditioners of any kind.
 - 10) Split System Air-Conditioners with load more than 30 amps per phase.
 - 11) Oversized in-wall air conditioners (over 14,000 BTU).
 - 12) Hardwired electrical towel warmers.
 - 13) Any items including lighting fixtures on top of the building' balcony walls.
- c. **Prohibited Construction Methods**. The Unit Owner shall not interfere with the Building's intercom, gas, electric, heating, air-conditioning or plumbing system or any other Building system or service. The Unit Owner shall not penetrate any exterior wall of the Building.
- d. Accessibility of Valves. The Unit Owner shall insure that all water, steam, gas and other valves remain accessible during the performance of and after the completion of the Work. If any valve is enclosed in violation of this Agreement, then the Board of Managers may (i) require the Unit Owner, at Unit Owner's expense, to promptly remove such enclosure and/or (ii) remove such enclosure at the Unit Owner's expense.
- e. Use of Public and Common Areas During Work. The Unit Owner shall not allow the halls, sidewalks, courtyards and other public areas in or around the Building to be used for the storage of building materials or debris. The Unit Owner shall cause its contractor to cover with construction

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- paper the floor of any back hall to be used in connection with the Work and shall also cause its contractor to take all precautions necessary to prevent damage to the carpeting, wall-coverings or other finishes in the Building's hallways, elevators and other common areas.
- f. Unit Owner to Maintain Certain Safety Precautions. Unit Owner shall maintain functioning fire extinguishers and smoke alarms in the Apartment throughout the completion of the Work. Unit Owner shall insure that the Work does not block access to any fire exits in the Building. Unit Owner shall install smoke detectors within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and if a child 10 years old or under lives, or will live in the Apartment, Unit Owner shall install window guards pursuant to Section 131.15 of the New York City Health Code.
- g. Unit Owner to Control Refuse, Dirt, Dust. Unit Owner shall take all precautions to prevent dirt and dust from permeating other parts of the Building during the progress of the Work and shall place all materials and rubbish in barrels or bags before removing the same from the Apartment. All such barrels and bags and all rubbish, rubble, discarded equipment, empty packing cartons and other materials shall be removed from the Apartment and taken out of the Building at Unit Owner's expense. Unit Owner recognizes that only the service elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Unit Owner shall not permit any dumpster or garbage container to be left overnight in front of the Building and shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days at the side of the Building. Notwithstanding the foregoing, the placement of any dumpsters shall comply with all governmental regulations, including without limitation, obtaining any necessary permits. In the event that the Board of Managers, in its sole discretion, believes that the dirt or dust is unreasonable, the Board of Managers shall have the right to temporarily suspend the Work until a solution acceptable to the Board of Managers is found.
- h. **Installations by Unit Owner**. Unit Owner agrees that any air-conditioning units, terrace plantings and/or other structures installed as part of the Plan, wherever located in the Building, may be removed by the Board of Managers (at the sole expense of Unit Owner) for the purpose of repairs, upkeep or maintenance of the Building.
- i. **Balcony.** Unit owners agree to be responsible for maintaining their balcony's waterproofing surface, not to install none-authorized balcony's structures, dividers, flooring, block the drainage, and perform any action that may change the building façade appearance. Painting of the balcony, railing or any other part thereof are prohibited on a balcony area.
- j. **Flooring.** Unit Owner agrees to install adequate soundproof flooring in compliance with the Condominium and governmental requirements.
- k. The Unit Owner agrees that any changes to the original plumbing or Electrical infrastructure must obtain prior approval and solely from the Board of Managers and/or Managing Agent.

III. POST CONSTRUCTION PHASE

- 1. At the completion of the Work Unit Owner agree to:
 - a. Cause Unit Owner architect(s), engineer(s) and Contractor(s) to furnish the Condominium with a written statement that the Work performed by the Contractors complies, in all respects, with the Plans and the Laws and does not exceed the scope of or otherwise vary from the Work shown on the Plans, and that all required certificates, licenses and permits for the Work have been obtained, together with two sets of as-built plans;
 - b. Deliver to the Condominium "as built" drawings in PDF and CAD format.

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- c. Deliver to the Condominium all permits, approvals, sign offs, certificates or consents required under the Laws or by any of the Authorities to indicate that all Work has been done in accordance with all Laws (collectively, the "Approvals"); if no such Approvals are required, Unit Owner or his architect or engineer will be required to submit a statement to that effect to the Condominium; and
- d. Deliver to the Condominium copies of final lien waivers from all of the contractors and subcontractors who perform the Work or any aspect thereof.

IV. FEES and EXPENSES

- 1. Unit Owner agree that if the Condominium seeks legal, engineering, architectural or other services directly or indirectly relating to or in connection with (a) the Work or (b) the rights and obligations of the parties under this Agreement including, without limitation, those relating to any failure by Unit Owner to comply with any of his obligations under this Agreement, Unit Owner shall reimburse the Condominium, on demand, for any and all fees, costs or expenses (collectively, the "Fees") incurred by it prior to commencement of, during or after completion of the Work. Unit Owner agree that any such fees may be added to his account and billed as additional common charges.
- 2. As security for the faithful performance and observance by Unit Owner of the terms and conditions of this Agreement, Unit Owner shall concurrently herewith deposit with the Board, the sum of \$1000 for Cosmetic Renovation/Decoration Work, \$ 2500.00 for Minor Alterations and \$ 5000.00 for Major Alterations by certified check only, payable to Brightwater Towers Condominium (the "Security Deposit"), the proceeds of which will be deposited in an account of the Condominium promptly after its execution of this Agreement. Unit Owner herby agrees and acknowledges that if, at any time, the scope of approved work changes from Minor Alterations to Major Alterations, the current Agreement and any Approval granted thereunder shall become null and void, and a second request shall be submitted to the Board for Approval along with additional \$ 2500.00 Security Deposit. Additional fees may apply. In the event that Unit Owner default with respect to any of the terms, provisions or conditions of this Agreement, the Condominium may use, apply or retain the whole or any part of the Security Deposit to the extent required in order satisfy Unit Owner obligations under such terms, provisions or conditions or as may be necessary to reimburse the Condominium for any losses, damages or expenses (including, without limitation, attorneys' fees) that it may incur as a result of or in connection with such default. In the event the Condominium uses, applies or retains all or any portion of the Security Deposit, Unit Owner shall, immediately upon the Condominium's demand, deposit with the Condominium such sum as may be required in order that the Security Deposit. If Unit Owner shall fully and faithfully comply with all the terms, provisions and conditions of this Alteration Agreement, the Security Deposit shall be returned to Unit Owner within thirty (30) days after the Work is completed and all Approvals have been obtained and delivered to the Condominium, without interest.
- 3. Unit Owner agree to pay the Condominium's Managing Agent the applicable non-refundable processing fee:

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Please Note: "A person or business must have a Home Improvement Contractor License to do construction or other home improvement work to any residential land or building in New York City.

- (iv) A check payable to Brightwater Towers Condominium as the Water Shut Down fee for the additional time and effort of its employees at the rate of \$150 for each water line of the projected work (if applicable).
- (v) Picture ID (the "ID") for a non-refundable fee of \$25.00 per ID for all contractors and subcontractors working in the Building.
- (vi)In the event that the Condominium approves the continuation of the Work after the Construction Period, it may be conditioned on the Unit Owner agreeing to pay the Condominium an extension fee to compensate the Condominium for the continued inconvenience and supervision resulting from the Work. Unit Owner agree further that all such amounts may be added to Unit Owner account and billed as additional common charges.

V. MISCELLANEOUS

- 1. Unit Owner agree that he will not increase or alter the Work or the Plans or make any changes of any kind in the scope of the Work without the prior written approval of the Condominium.
- 2. Unit Owner agree that any approval by the Condominium in connection with the proposed Work does not replace, supersede, or negate any Laws of any Authorities; instead, any responsibility and any cost of compliance shall be solely borne by Unit Owner. Any approval or consent required in this Agreement must be in writing.
- 3. Unit Owner agree that his failure to comply with any of the provisions of this Agreement shall be deemed a breach of the provisions of the By-Laws pursuant to which the consent of the Condominium has been granted, and, in addition to all other rights, the Condominium may, at its option, suspend all Work and prevent workers from entering the Premises for such purpose other than to remove their tools or equipment or revoke its permission for Unit Owner to undertake the Work.
- 4. This Agreement together with the General Work Policies and Procedures and Technical Specifications Applicable to All Alterations that are incorporated by reference contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed or supplemented, nor may any obligations

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- hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or Condominium other than the parties hereto.
- 5. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- 6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflicts of laws.
- 7. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- 8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Unit Owner may not assign this Agreement, or any consent granted to Unit Owner by the Condominium with respect to the Work without the Condominium's prior written consent.
- 9. This Agreement shall not be binding or effective until properly executed and delivered by the Condominium and Unit Owner.
- 10. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.
- 11. The terms and conditions of this Agreement shall not relieve Unit Owner of any obligations under the Condominium's By-Laws or its House Rules.

IN WITNESS WHEREOF, Unit Owner and the Board of Managers have executed this Agreement.

BRIGHTWATER TOWERS CONDOMINIUM:	AGREED AND ACCEPTED:	
By:	Unit Owner Name	
Signature	Signature	
Date	Date	

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Attachment A APPLICATION FOR ALTERATION APPROVAL

(All capitalized words or phrases shall have the same meaning as defined in the Alteration Agreement of which this a part.)

Name:			
Building	Apartment Nun	nber:	
Home Phone:	Work Phone:		Mobile Phone:
Email Address:		_ Other _	
Estimated Duration of Wo	ork		
Emergency Contacts			
Name			
Home Phone		Cell Pho	ne
E-Mail			
specifications are attached	of pages attached. The concluding all drawings by SCOPE OF PR erformed to the unit ar	y the archite OPOSED	
MINOR			MAJOR
Kitchen			
Living Room			
Dining Deem			
Dining Room			

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Bedroom #1	
Bedroom #2	
Bedroom #3	
Master Bathroom	
Bathroom #2	
Hallway, Closets	
Balcony	
NO WORK OF ANY KIND MAY COMMENO APPROVAL OF THE WORK, THROUGH IT	CE BEFORE THE CONDOMINIUM'S WRITTEN IS MANAGING AGENT, IS RECEIVED.
Unit Owner	Deter
Unit Owner	Date:

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Attachment A-1

SHORT FORM COSMETIC/DECORATION APPLICATION AND AGREEMENT

(For use where ONLY cosmetic/decoration work is involved such as painting, wall papering, plastering, refinishing existing wood flooring (sanding/staining), re-grouting bathroom tile; the replacement of an appliance and/or approved AC units and architectural grills in the same location and which does not require any change to the electrical wiring or the replacement or modification.)

Name:		
Building:	Apartment N	Number:
Home Phone:	Work Phone:	Mobile Phone:
Email Address:		
Estimated Duration of W	Vork	
Description of pag	es attached. This Application will r	not be processed unless description is attached.
Room-by-Room descrip	tion of proposed cosmetic/decoration	on work (use extra pages if necessary):

I CONFIRM THAT THE PROPOSED WORK DOES NOT AND WILL NOT INCLUDE ANY CHANGES TO WINDOWS, VENTS, PLUMBING, HEATING OR ELECTRICAL WIRING AND THAT NONE OF THE WORK REQUIRES ANY GOVERNMENTAL FILINGS. MY CONTRACTOR AND I ARE FAMILIAR WITH AND AGREE TO COMPLY WITH THE BUILDING'S GENERAL WORK POLICIES AND PROCEDURES FOR ALTERATIONS AND THE TECHNICAL SPECIFICATION FOR ALTERATIONS.

I CONFIRM AND AGREE THAT IN ACCORDANCE WITH NYC CODES/GUIDANCE SAFETY & BWT CONDOMINIUM REQUIREMENTS, ALL NESSESARY REQUESTS WILL BE

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ADDRESSED BY THE MANAGING AGENT OR MANAGEMENT OFFICE EMPLOYEES DURING UNIT INSPECTION BEFORE RENOVATION COMMENCEMENT. I UNDERSTAND AND AGREE THAT I/WE ARE SOLELY RESPONSIBLE FOR THIS WORK AND WILL INDEMNIFY AND HOLD HARMLESS THE CONDOMINIUM, ITS DIRECTORS, OFFICERS, AND UNIT OWNERS, AGENTS (INCLUDING WITHOUT LIMITATION, THE MANAGING AGENT) AND EMPLOYEES, ANY ARCHITECT OR ENGINEER ENGAGED BY THE CONDOMINIUM AND ANY TENANTS, OCCUPANTS, GUESTS OR INVITEES IN THE BUILDING FROM ANY LIABILITY IN CONNECTION WITH MY COSMETIC/DECORATION WORK.

I FURTHER UNDERSTAND AND AGREE THAT NO WORK OF ANY KIND MAY COMMENCE BEFORE I RECEIVE THE CONDOMINIUM'S WRITTEN APPROVAL, THROUGH ITS MANAGING AGENT, AND THAT I MUST PROVIDE A COPY OF ALL MY CONTRACT(S), A LEAD PAINT CERTIFICATE AND SATISFACTORY PROOF OF INSURANCE AND THE PROCESSING FEE.

Unit Owner		
	Date:	
Unit Owner	Butc.	

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Attachment B

FORM OF ARCHITECT ENGINEER AND GENERAL CONTRACTOR ACKNOWLEDGEMENT OF FAMILIARITY WITH ALTERATION PACKAGE AND WORK PLAN

(All capitalized words or phrases shall have the same meaning as defined in the Alteration Agreement of which this a part.)

TO ARCHITECTS, ENGINEERS, AND GENERAL CONTRACTORS FOR PROJECTS AT THE BRIGHTWATER TOWERS CONDOMINIUM

Enclosed is a copy of the Condominium's current Alteration Package, including the Alteration Agreement, the General Work Policies and Procedures for Alterations and the Technical Specifications for Alterations relating to apartments, (the "Work") in the Brightwater Towers Condominium. As a condition to your client's performing work in his/her/their apartment, it must be in accordance with the General Work Policies and Procedures and Technical Specifications described in the enclosed. Your client must agree to these Policies and Procedures before any Work is approved and will be responsible for any violations or departures therefrom by you or others.

In order to avoid any misunderstandings in this regard, and to be sure that you have had these Policies and Procedures brought to your attention, it is the Condominium's policy to require your specific written acknowledgement that you have received and read the enclosed materials, and that you will abide fully by them in all respects. Accordingly, please so acknowledge and agree by signing this form in the place indicated and returning it to the Condominium's Management. By executing this letter, you specifically acknowledge your obligations under the Alteration Package, including the General Work Policies and Procedures and Technical Specifications including, without limitation, your obligation to obtain and maintain insurance as set forth in paragraph 1 of Attachment F setting forth the minimum insurance requirements for each contractor or subcontractor.

In addition, to avoid any misunderstandings, you confirm that you have reviewed the complete set of plans, specifications and general requirements for the Work, (collectively the "Plans"), that the Work will be in accordance with the Condominium's General Work Policies (See Attachment J) and Procedures and Technical Specifications (See Attachment K) and that it will meet in every specification the laws, regulations and requirements of all applicable governmental authorities.

No Work will be allowed to commence in your client's apartment unless and until this form has been received from you AND the Condominium, through its Management, provides its written approval to commence the Work.

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The Following Appliances Are Not Permitted in the Units:

- Garbage disposals or pot filler faucets.
- Any jetted type tubs.
- Steam Units.
- Saunas(any type).
- Any exhaust and fans to the outside.
- Built-in wall speakers sharing common walls with the other Units.
- Electric cooktops and stoves.
- Heated floors.
- Window Air Conditioners of any kind.
- Split System Air-Conditioners with load more than 30 amps per phase.
- Oversized air conditioners (over 14,000 BTU).
- Hardwired electrical towel warmers.

ACKNOWLEDGED AND ACCEPTED.

• Any items including lighting fixtures on top of the building' balcony walls.

The Condominium will not authorize an application to the Department of Buildings in the form of "professional certification."

ACKNOWEEDOED AND ACCELLED.
Contractor's Name:
Signature:
Date:
Architect/Engineer Name:
Signature:
Date:
Sub-Contractor's Name:
Signature:
Date:
Sub-Contractor's Name:
Signature:
Date:

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Attachment C

FORM OF CONTRACTOR AND SUBCONTRACTOR INFORMATION QUESTIONNAIRE

(All capitalized words or phrases shall have the same meaning as defined in the Alteration Agreement of which this a part.)

This form must be completed by prior to performing any work in apartment
Contractor's name:
Address:
Work Phone: Mobile Phone:
Email Address:
Principal Contact Person:
Emergency Contact Person or Process:
Years in business:
License #, where applicable:
If you are going to use subcontractors provide each of their names and a copy of this Questionnaire completed by them. Attach a copy of the license of each electrical, plumbing, or general contractor.
By signing below, the undersigned contractor acknowledges that it has read the documents contained in the Brightwater Towers Condominium Alteration Package (including, but not limited to, its form of the Alteration Agreement and the General Work Policies, Procedures and Technical Specifications attached thereto), and the undersigned contractor agrees that it shall be subject to all of the terms and conditions thereof.
Contractor's Name:
Signature:
Title:
Date:

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Attachment D

FORM OF CONTRACTOR RELEASE AND INDEMNIFICATION AGREEMENT

(All capitalized words or phrases shall have the same meaning as defined in the Alteration Agreement of which this a part.)

[Contractor Letterhead]

	Date:
Brightwater Towers Condominium 601 Surf Avenue Brooklyn, New York 11224	2
Re: Apartment(s) Brightwater Towers Condominium 601 Surf Avenue Brooklyn, New York 11224 (the "Building")	
The undersigned Contractor/ Subcontractor agrees that to the fullest defend, indemnify and hold harmless the Condominium, its officers and Un without limitation, the Managing Agent) and employees, any architect or en Condominium and any tenants, occupants, guests or invitees in the Building damages, liabilities, costs, fees and expenses (including, without limitation, disbursements) arising from or in connection with the Work, including, with resulting from any mechanic's or materialmen's liens, other than any such date expenses arising from the negligence of the party seeking such indemnity. You Condominium, any architect or engineer engaged by the Condominium and case may be, for any and all losses, costs, fees and expenses (including, with attorneys' fees and disbursements) incurred as a result of or in connection we	it Owners, agents (including agineer engaged by the g of and from any and all reasonable attorneys' fees and nout limitation, any claims amages, liabilities, costs, fees or You shall reimburse the the Managing Agent, as the hout limitation, reasonable
Contractor's Name:	
Signature:	
Title:	
Date:	

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Attachment E

FORM AND REQUIREMENTS FOR CONTRACTOR AND SUBCONTRACTOR CERTIFICATES OF INSURANCE

(All capitalized words or phrases shall have the same meaning as defined in the Alteration Agreement of which this is a part.)

This form must be completed by each contractor and sub-contractor

INSURANCE

	, have obtained the following
insura	nce coverage with respect to the proposed Alterations in apartment:
a.	Commercial liability coverage on an occurrence basis having primary limits of at least \$1,000,000 per occurrence with not less than a \$2,000,000 aggregate;
b.	\$2,000,000 bodily injury and \$250,000 property damage liability; Disability Insurance & Workers' compensation and employees' liability covering all employees of the Contractors as required by statute including Umbrella Liability \$5,000,000
c.	I shall, if requested by the Condominium, obtain insurance in such higher amounts as the Condominium may in its sole discretion require.
Origin	al Certificates of Insurance are attached:
a.	Naming as additional insured: The Unit Owner, Brightwater Towers Condominium, its officers, and such other persons or entities as may be designated by the Condominium as insured parties in the amounts specified above; and
b.	Stating that the insurance will not be terminated unless and until at least thirty days' prior written notice has been provided to the Condominium's Management.
	agree that if we engage any sub-contractor, we will require such subcontractor to also obtain me insurance.
	insurar a. b. c. Origin a. b.

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Attachment F

FORM OF UNIT OWNER LETTER TO NEIGHBORS RE: NOTICE OF CONSTRUCTION

[To be slipped under the door one week prior to the commencement of Work of each apartment on the same floor and apartments above and below the Unit Owner's Apartment]

(All capitalized words or phrases shall have the same meaning as defined in the Alteration Agreement of which this is a part.)

[Unit Owner Letterhead]

Date:
Re: Apartment(s)
Dear Brightwater Towers Condominium Neighbor,
We plan to do Alterations to our apartment starting on and lasting pproximately weeks.
The demolition phase is scheduled for the period from to
We will make every effort to keep all noise, vibration and dust associated with our construction work to a ninimum. You may also wish to take precautions to protect any personal belongings you feel could be ffected by our work.
Please be assured that we will observe very carefully the working hours schedule and house rules that our opperative Condominium has established.
Thank you in advance for your patience and understanding. We will make every effort to minimize the disruption and inconvenience.
n the event of a problem arising with respect to the Alterations. I/we can be reached at
Sincerely,
c: Management Office Resident Manager

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Attachment G

FORM OF CONDOMINIUM APPROVAL LETTER

(Required Before Any Work May Be Commenced)

Brightwater Towers Condominium 501/601 Surf Avenue Brooklyn NY 11224

(All capitalized words or phrases shall have the same m which this a part.)	neaning as defined in the Alteration Agreement of
[Unit Owner(s) and Unit Owner(s) Address]	Date:
Re: Alteration in Apartment(s).	_(the "Apartment")
Dear [Unit Owner]:	
* * * * * * * * * * * * * * * * * * *	ts attachments and the Alteration Agreement dated by you in connection with your proposed Work and d documents, for your files.
contained in the Brightwater Towers Condominium By Plans, or any additional alterations or work, must be Condominium or an officer of the Managing Agent on be the Resident Manager nor any employee of the Condom or otherwise bind the Condominium. This approval is also conditioned upon you	be consented to in writing by an officer of the behalf of the Condominium. Please note that neither
TIME BEING OF THE ESSENCE. This deadline is marepresentation by you in giving you this approval to produce the second sec	aterial to our approval, and we have relied upon this ceed. that the Work will begin in your apartment and
Very truly yours,	
Brightwater Towers Condominium	
By:	

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Attachment H

LEAD PAINT CERTIFICATION FOR USE BY CONTRACTOR OR SUBCONTRACTOR

All contractors who may come into contact with lead paint during the course of the Work shall complete and submit to the Condominium a completed copy of the following certification and comply with all requirements relating to lead-safe work practices, including testing for lead paint and if identified, dealing with it in accordance with the EPA's Lead Based Paint, Alteration, Repair and Painting Program.

(Required Certificate before any Work may be commenced) RE: Brightwater Towers Condominium, Apt. _____ I hereby certify that I have completed a Lead-Safe Certification Program (Certificate _____) and I am therefor a Certified Renovator under EPA Number_ Regulations. Additionally, my firm _____ (insert firm name), is also certified under EPA Regulations. I agree to use Lead-Safe work practices in accordance with all applicable laws while performing work at The Normandy, and to fully comply with all aspects of the EPA's Lead-Based Paint, Alteration, Repair, and Painting Program. This includes, but is not limited to: work area containment to prevent dust and debris from leaving the work area; Prohibition of certain work practices like open-flame burning and the use of power tools without HEPA exhaust control: Thorough clean up followed by a verification procedure to minimize exposure to lead-based paint Distribution of EPA's lead pamphlet to all appropriate parties; Posting of informational signs whenever appropriate; Retention of records as required by law. I have attached copies of the EPA confirmation of receipt of the lead pamphlet from the owner, adult representative or occupants (as applicable) or a certificate of mailing from the post office. Additionally, I have attached copies of my Lead-Safe Certification Program Certificate and Firm Certification. DATE: PRINTED NAME OF EPA CERTIFIED RENOVATOR PRINTED NAME OF EPA CERTIFIED FIRM

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SIGNATURE OF EPA CERTIFIED RENOVATOR



Attachment I

UNIT OWNER CHECK LIST OF ATTACHMENTS TO ALTERATION AGREEMENT

(All capitalized words or phrases shall have the same meaning as defined in the Alteration Agreement of which this a part.)

The following check list sets forth what is initially required by the Alteration Agreement in support of an Application for an Alteration. The necessary information must be submitted at one time in a single package.

Two S	igned Copies of the Alteration Agreement
The Co	ompleted Application
Detaile	ed plans and scope of work
Copies	s of all contracts with the contractor(s)
Writte	n Acknowledgement by Architect, Engineer and General Contractor
Unit C	wner's Proposed Letter to Neighbors (without dates of Work)
Contra	ct, Release, Waiver and Indemnification Agreements
compe	nce satisfactory to the Condominium of commercial general liability and worker's insation insurance from all contractors and sub-contractors and a commitment to maintain such
	ge at all times while working as required.
	ompleted Contractor Information Questionnaire for all contractors and subcontractors
	of the general contractor's home improvement license
	of Plumber's License – showing expiration date (if such work is being performed)
	of Electrician's License – showing expiration date (if such work is being performed)
-	red Payments A non-refundable processing fee payable to Brightwater Towers Condominium as per the
0	schedule in the Alteration Agreement (\$500 if a "major" renovation, \$300 if a "minor" renovation.
0	A check payable to Brightwater Towers Condominium as an escrow deposit in the amount of \$2,500 for "minor" Alteration and "\$5,000 for "major" renovation. This payment will be returned to the Unit Owner at the completion of the Work (and delivery of all final approvals, sign-offs, etc.) if the Unit Owner complies with all of his or her obligations under the Alteration Agreement.
0	A check payable to Brightwater Towers Condominium as a usage fee for the additional time and effort of its employees and elevator services for the estimated duration of the Work (if applicable).

The Condominium will not authorize an application to the Department of Buildings in the form of "professional certification."

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Attachment J

GENERAL WORK POLICIES AND PROCEDURES FOR ALTERATIONS

(All capitalized words or phrases shall have the same meaning as defined in the Alteration Agreement of which this a part.)

- 1. Approval of Plan. All Work shall meet in every specification the Laws and requirements of all Authorities. No Work shall commence until the Unit Owner has obtained all permits, approvals and consents required from any Authority and the Condominium's written approval.
- **2. Department of Buildings Permit.** Where a work permit is required from the Department of Buildings, the Condominium requires that it be obtained. The Condominium will not authorize an application to the Department of Buildings in the form of "professional certification."
- **3.** Conformance with Plans. All Work shall conform to the Plans submitted and approved by the Condominium. No amendments, deviations, revisions or changes to the Plans may be made without the further written approval the Condominium.
- **4. Quality of Work and Materials.** All Work and materials used shall be of the quality and style in keeping with the Building and shall conform to all Building or legal requirements in effect at the time.
- 5. Hours of Work and Materials.

A. The Work:

- i. must be performed and completed within 180 days, exclusive of weekdays on which work is not permitted to be performed in the Building or events of force majeure, after the Condominium's written approval to commence Work is provided to the Unit Owner (the "Commencement Date");
- ii. may be done only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, except that any Work which may produce noise disturbing to other occupants may not be performed prior to 9:00 a.m. In addition, without extending the 4:45 p.m. deadline for cessation of all work, all workers must vacate the Building by 5:00 p.m.;
- iii. may not, in any event, be performed on Saturdays, Sundays, any legal holidays, during the Thursday and Friday of Thanksgiving, or December 23 through January 2 or on any other weekday on which the Building determines not to permit work to proceed; and
- iv. shall be completed within the period of time set forth in Paragraph (i) hereof (the "Construction Period"), TIME BEING OF THE ESSENCE, and no Work may be performed beyond the Construction Period unless the Condominium consents in writing to an extension of time for the performance of the Work, which consent, if granted, may be subject to such terms and conditions as the Condominium may impose.
- B. In the event that the Condominium approves the continuation of the Work after the Construction Period, it may be conditioned on the Unit Owner agreeing to pay the Condominium an extension fee to compensate the Condominium for the continued inconvenience and supervision resulting from

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the Work. Unit Owner agree further that all such amounts may be added to Unit Owner account and billed as additional common charges.

- C. All tools, materials, equipment may be delivered to, and rubbish and debris removed from, the Building only between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday. No tools, materials or equipment may be delivered, or rubbish and debris removed, on Saturday, Sunday or any legal or religious holiday.
- **6. Communications.** There must be an English-speaking designated person in the Apartment at all times with whom the Resident Manager or Managing Agent may converse. In addition, the general contractor shall provide to the Resident Manager a cellular phone number should there be an urgent reason to reach the general contractor.
- 7. No Interference with Building Operations or Systems. No change in the normal hours of operation or in the design or capacity of any building systems will be made to facilitate the function of any elements of the Work. Unit Owner shall not interfere or permit interference with the Building's intercom system, gas, electric, plumbing, or any other service. Exterior walls shall not be penetrated or otherwise changed or affected. For permitted window and air conditioner installation or replacements, see technical requirements below. All service gates shall remain closed at all times except when directly supervised by Building staff;
- **8. Inspections.** The Unit Owner shall permit the Building Professional(s), the Resident Manager, the Managing Agent and other designated personnel access at any time, with or without notice, including, without limitation:
 - **A.** Prior to any demolition;
 - **B.** Immediately prior to inspections, tests or approvals required by public authorities;
 - **C.** Immediately prior to the enclosure or obstruction of any portion of any building system;
 - **D.** Prior to the enclosure of any exposed ceiling, floor or wall;
 - **E.** At any other stage of the Work which is designated as a point for inspection by the Building Professional(s) in the course of its review of the Plans or by the Building Professional(s) or the Condominium during the performance of the Work;
 - **F.** In case of a need to investigate the cause of damage in another apartment relating to the Work; and
 - **G.** No portion of the Work that may be the subject of inspection may proceed unless it shall have been inspected or if the Unit Owner has given the Condominium notice that the Work is available for inspection and the Condominium shall have waived such inspection in writing.
- **9. Noticing.** You shall provide no less than three (3) business days prior notice to the Managing Agent and building professionals of the following;
 - **A.** Any demolition;
 - **B.** Tests or approvals required by public authorities;
 - **C.** The enclosure or obstruction of any portion of any building system;
 - **D.** The enclosure of any exposed ceiling, floor or wall.
- **10. Right to Suspend Work.** The Condominium, acting through its Managing Agent, Resident Manager, Building Professional(s) or other designated representative, may suspend the Work without liability to the Unit Owner or any other person and prohibit all workers from entering the Building without notice

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and without any liability to you or any other person or entity, if the Condominium determines it is necessary or appropriate to do so, for example, under any of the following circumstances:

- A. The Work interferes with the rights of the Condominium or any resident of the Building;
- **B.** The presence in the Building of the laborers performing the Work results in any actual or threatened labor disturbance;
- **C.** The Work is performed in a manner that is not strictly in compliance with all Laws, and requirements of any Authority or the Plans;
- D. The Work poses any risk to the Building or any system, component or equipment thereof; or
- **E.** The Work is not completed within the Construction Period or any extensions thereof.

The suspension of Work shall continue until the Condominium in its sole discretion determines to allow the Work to resume.

- 11. Accessibility. All existing water, steam, and gas valves and all electrical panels and junction boxes shall remain accessible both during and after completion of the Work. If any portion of the Work should enclose such valves, panels or junction boxes so that they are not accessible, such portion of the Work shall be removed at Unit Owner's expense. 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 reviewed with the Resident Manager or Managing Agent.
- **12. Temporary Lighting.** At all times that the Work is progressing there shall be temporary or permanent lighting in all rooms.
- 13. Use of Public and Common Areas During Work: Repairs to Building. The halls, stairwells, sidewalks, and other common element areas shall not be used for any Work or for the storage of material or debris. All precautions necessary to prevent damage to the Building's hallways, stairwells elevators and other common areas during the progress of the Work shall be taken. The floors of halls adjacent to the Apartment shall be covered with construction cardboard/wood prior to any materials being moved over them. If the Work mars or damages any portion of the Building, including without limitation, any hall, stairwell, or elevator, the Unit Owner shall promptly repair same, provided that the Condominium shall have the right, in its sole discretion, to cause its contractor or other worker(s) to perform any or all of such repairs, in which event the costs and expenses incurred in such performance shall be paid by Unit Owner to the Condominium on demand. Upon completion of the Work, upon request from the Condominium, Unit Owner's contractor shall repair or repaint the service elevator vestibule of the floor on which the Unit Owner's apartment is located.
- **14. Rubbish.** Materials and rubbish shall be placed in barrels, bags, or mini containers before being removed from the Apartment. All such barrels, bags or mini-containers, rubbish and rubble, discarded equipment, empty packing cartons and other materials shall be removed from the building daily at Unit Owner's sole cost and expense. If Unit Owner fails to remove the same, the Condominium may, but shall not be obligated to, remove the same at Unit Owner's sole cost and expense. Unit Owner's contractor shall leave the area(s) outside of the Apartment clean of all dirt and debris after the performance of Work each workday.
- **15. Safety.** Functioning fire extinguishers and smoke alarms shall be maintained in the Apartment during the Work. The Work shall not block access to any fire exits in the Building.

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- **16. Shutdowns of Building Systems.** At least ten business days' notice is required for any proposed shutdown of Building Systems and may occur only if approved in writing in advance by the Condominium. Shutdowns of Building Systems may not exceed three(3) hours in duration. Work that requires a shutdown of thirty minutes or less of Building Systems affecting areas of the Building outside the Apartment may be scheduled in advance by the Resident Manager but only after prior written approval from the Managing Agent.
- 17. Workers. All workers engaged in connection with the Work are required to sign in daily, by name and giving the name of their employer in the Condominium's log. Each worker shall wear at all times in the public areas of the Building a Building-issued identification tag which shall be returned at the end of each day. Any worker who fails to sign in shall not be permitted to enter the Building. Workers shall act with courtesy to persons occupying or using the Building and to employees of the Condominium. Consumption of alcoholic beverages, illicit use of drugs, smoking, and inappropriate conduct by any workers engaged in connection with the Work are prohibited everywhere in or about the Building.
- 18. Work Restrictions. The use of electric hammers, electric saws, electric grinding or percussive tools or other power tools which cause, or may cause, undue disturbance, vibration or other damage to the Building, other premises or to other persons occupying or using the Building is not permitted at any time, unless specifically approved in advance, in writing, by the Condominium or the Managing Agent, who may condition such approval on such tools being used only during certain hours, which hours may be more restrictive than the general hours set forth in the Alteration Agreement. All cabinetry and finished trim components shall be fabricated off-site. The application of spray finishes is not permitted in the Building. Debris shall not be piled in one room in a manner which places a heavy load on the floor.
- 20. **Conflict.** In the event of a conflict between any provision of this document and of the Alteration Agreement, the provision of the Alteration Agreement shall govern.

A copy of all pages of these General Policies and Procedures for Alterations as well as the approved Plans must be conspicuously posted on the Premises at all times during the Work

ACKNOWLEDGED AND ACCEPTED:	
Unit Owner's Name:	Contractor's Name:
Unit Owner's Signature:	Contractor Signature:
D	D
Date:	Date:

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Attachment K

TECHNICAL SPECIFICATIONS APPLICABLE TO ALL ALTERATIONS

(All capitalized words or phrases shall have the same meaning as defined in the Alteration Agreement of which this a part.)

A. Prohibited Alterations and Practices Applicable to All Alterations

- 1. No Alterations to the exterior of the Building are permitted, provided that replacement of windows and air conditioners as well as the installation of air conditioners are permitted without Board approval. See Air Conditioners and Windows below.
- 2. No Alterations are permitted which affect the basic structural frame of the Building, such as columns, beams, and concrete slabs.
- **3.** No Alterations are permitted which alter or move Building mechanical systems, including all major heating, gas, plumbing and electrical lines or risers or conduits, and modification of such mechanical systems affecting only one apartment will not be permitted, if it places undue demands on the systems.
- **4.** No Alterations are permitted which change or relocate any drain, electric, heating, intercom, telephone, or water lines without the specific advance, written approval of the Condominium.
- **5.** No Alterations are permitted which entail the running of conduits, wires or ducts through the public or service areas of the Building, or which otherwise encompass or infringe upon any space outside of the Premises.
- **6.** No Alterations are permitted which will alter the location of apartment entrance doors, except where the Condominium has approved the combination of two or more apartments.
- 7. No Alterations are permitted which will affect the surface, use or appearance of any existing external walls, balcony, terrace or roof setback.
- **8.** No Alterations are permitted which are likely to cause unnecessary hardship or discomfort to other Unit Owners or are otherwise unacceptable to the Condominium.
- **9.** Bathroom's wall opening behind medicine cabinets should not be blocked and ONLY removable type cabinet in each Bathroom of the Unit shall be installed for future access.
- 10. No changes or relocation or offsets to any of the Condominium's ventilation ducts shall be made.
- 11. The following appliances or devices are \underline{NOT} permitted in the Building:
 - a.) Garbage disposals or pot filler faucets;
 - **b.**) Any jetted type tubs;
 - c.) Steam Units:
 - **d.**) Saunas(any type);
 - e.) Any exhaust to the outside;
 - **f.**) Built-in wall speakers sharing common walls with the other Units
 - g.) Electric cooktops and stoves
 - h.) Heated floors
 - i.) Window Air Conditioners of any kind;
 - **j.**) Split System Air-Conditioners with load more than 30 amps per phase;
 - **k.**) Oversized in-wall air conditioners (over 14,000 BTU).
 - **1.)** Hardwired electrical towel warmers.
 - m.) Bathroom exhaust electrical fans

B. Changes to Plumbing

1. All work shall conform to Department of Building and all other Laws and shall be performed only by or under the supervision of a licensed plumber.

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- 2. Unit Owner shall be responsible for the operation, maintenance and repair of fixtures and associated branch plumbing that form any part of the Work.
- 3. Expansion of an existing "wet space" is permitted only under the following two circumstances:
 - i. Where (a) no water bearing piping, fixtures or appliances will be located outside of the original footprint of the preexisting "wet space" (e.g., bathroom or kitchen) and (b) the Building Professional is satisfied that the expansion or enlargement of the "wet space" over a "dry space" will not materially affect any contiguous apartment and that adequate soundproofing, if any, is needed, will be installed; OR
 - ii. Where (a) water bearing piping fixtures or appliances, will be located outside of the original footprint but not over any "living space" (e.g., a bedroom, dining room or a room used as an office or den) and (b) the Building Professional is satisfied that adequate water damage protections and soundproofing measures will be installed so that the contiguous apartments will be not be materially affected.
- **4.** No changes or relocation or offsets to any of the Condominium's plumbing risers, ventilation ducts, gas risers or steam supply or return shall be made.
- **5.** No cutting or channeling of the Building structure (floors or ceiling) is permitted for runs of plumbing pipes.
- 6. When new plumbing fixtures are installed or any part of any existing plumbing piping is altered, all existing branch plumbing from the risers and stacks to the new fixtures must be replaced by the Unit Owner and new shut-off valves, and drainpipes installed that are easily accessible. A waiver may be obtained if the plumbing piping, in the opinion of the Condominium, is new and in good condition. The Unit Owner shall be responsible for locating and testing all plumbing shut-off valves. All hot and cold water piping shall be insulated. All steam traps must be replaced by Unit Owner if they are accessible, or access and sufficient time and notice given to the Building to replace all steam traps, plumbing risers, toilet's lead bend and other components. The Unit Owner shall not enclose or obstruct access to the existing heat or water pipes, valves or other equipment not presently enclosed, without the Condominiums prior written approval. No plumbing or heating risers may be relocated. The Condominium reserves the right to remove any impediments to access to such heat or water pipes, valves and equipment for the purpose of repair or any other purpose. The Unit Owner shall pay any expenses the Condominium may incur in removing these impediments and shall assume all costs of restoring the same
- **7.** All control valves and traps must be readily accessible at all times to allow rapid access in case of emergencies.
- **8.** Each fixture that has an individual fixture shutoff valve installed in an easily accessible convenient location shall continue to do so. In the event that no shut off valve is located within a bathroom or kitchen riser that is being renovated one shall be installed as shown on the Plans, subject to the Condominium's prior written approval.
- **9.** If a radiator is relocated or added, the steam feed and return lines must be replaced back to the building's steam risers.
- **10.** Prior to installation a complete list of all fixtures, including brand, size and type, shall be provided to the Condominium.
- 11. Approval of any appliances, such as dishwashers, washing machines, dryer, ice maker or steam unit is subject to the condition that, should there be complaints about noise or leaks, backing up of suds into other

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apartments etc., the Condominium may require that the appliance or fixture be removed, or the problem ameliorated at Unit Owner's expense so as to ensure that the complaint is reasonably resolved.

- 12. Leak detectors must be installed with any kitchen filters installation.
- 13. Limitations & Installation of or Changes to Washing Machines and Dryers.
 - a. Washing machines must be installed in a waterproof pan with a minimum 2" high lip and a water alarm or sensor inside the pan. The water discharge sewer pipe must contain the proper "trap" as required by code.
 - b. New washing machines must be of the low suds variety.
 - c. Only electric dryers are permitted. Gas dryers are not permitted.
 - d. Adequate electrical service must be available at the location of the washing machine and dryer installation.
 - e. Washing Machine and Dryer unit shall be installed in accordance with all rules and regulations such installation and with Board pre-approval ONLY. Installation of the leak detectors with shut-off valves, check valves, and stainless-steel braided hoses is mandatory for this type of appliances.

C. Changes to Electrical Service

- **a.** Prior to commencement of any Alterations, the Unit Owner must provide to the Condominium from the Unit Owner's licensed electrician a load letter verifying that there is sufficient power coming into the apartment to support all projected or anticipated electrical loads.
- **b.** All Work shall conform to New York City Building Electrical Code, NYC DOB requirements and all other Laws, and may be performed only by or under the supervision of a licensed electrician.
- **c.** Unit Owner agrees to upgrade/replace the **Electrical Distribution Panel** to comply with the most recent electrical code during **ALL** types of Alterations if no such panel had been upgraded prior.

D. Air Conditioners

Unit Owners shall not install any Uni-Fit in wall air-conditioning units or Split AC system unless approved by the Condominium after the submission of an Alteration Agreement and, reviewed and approved where necessary, by the Department of Buildings, and any other governmental authority. All such installations or replacements must comply with any and all laws, regulations and guidelines that may be in effect from time to time. In order to preserve certain decorative aspects of the Building's façade, the Board only allows new in-wall Uni-fit sleeve air-conditioners and split AC units to be installed.

With respect to the permitted AC units, each air conditioning unit shall be installed in accordance with all rules and regulations such installation and with Board pre-approval ONLY. AC units shall be installed in tandem with architectural grills to unify the building's appearance.

E. Windows

Subject to the terms of the By-Laws, the Condominium is NOT responsible for the cost to repair the windows. Should a Unit Owner wish to purchase at his or her sole expense a replacement window—and the Condominium encourages Unit Owners doing so—the windows must conform to the appearance of the building façade and Board approved design/color. In addition, because the Unit Owner chooses the replacement, he or she becomes solely responsible for the cost of its repair.

F. Entrance Door

i. Unit Owner agrees to install door sweep, proper saddle onto Main Entrance Door and adjust the hinges as per HPD requirement to make the self-closing operation. Door Painting allowed with approved paint/color.

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ii. Unit Owner agrees according to FDNY compliance in reference to Fire Safety Notices Fire and emergency preparedness notices (entitled "Fire Safety Notices") are required to be posted on the interior side of dwelling unit doors (Section 401-06).

G. Asbestos

- a. Prior to the commencement of any Alterations that may entail the possible disturbance of any asbestoscontaining material the Unit Owner shall retain at Unit Owner's expense an asbestos investigator to inspect the area of the Alterations to determine the existence and possible disturbance of asbestoscontaining material.
- b. All asbestos that is disturbed or is likely to be disturbed within the Premises during the course of the Work, regardless of the amounts, shall be removed in accordance with code procedures for the removal of such material.

H. Lead Paint

All contractors who may come into contact with lead paint during the course of the Work shall complete and submit to the Condominium a completed copy of the following certification and comply with all requirements relating to lead-safe work practices, including testing for lead paint and if identified, dealing with it in accordance with the EPA's Lead Based Paint, Renovation, Repair and Painting Program.

I. Demolition and Dust Control

In connection with any demolition, the Unit Owner shall comply and cause its contractors or subcontractors to comply, with the following procedures:

- 1. Equipment (unless otherwise approved by the Condominium's reviewing architect or engineer) shall include:
 - **a.** Polyethylene sheeting: provide 6.0 mils thick minimum flame-resistant polyethylene sheeting that conforms to the requirements set by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Provide largest size possible to minimize seams;
 - **b.** Duct tape: provide duct tape in 2" or 3" as indicated, with an adhesion which is formulated to stick aggressively to sheet polyethylene;
 - c. Masonite Board, 1/8" thick.
 - d. Heavy duty zippered closure similar to American Dust Control Zip Wall;
- 2. In addition to the coverage of all public areas as provided for in the Work Policies and Procedures, all openings to corridors, connections to the building ventilation openings and chase openings between floors shall be sealed and protected.
- 3. Such other and further procedures as the Condominium may in a given instance require.

ACKNOWLEDGED AND ACCEPTED:	
Unit Owner's Name:	Contractor's Name:
Unit Owner's Signature:	Contractor Signature:
ъ.	
Date:	Date:

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Attachment L

ELEVATOR AND HALLWAYS INSPECTION FORM

Name of Resident:	· ·		···············
Building #:		Apartment #:	
Elevator Request I	Date:	Time:	
1. Activity (Che	eck Appropriate Acti	vity)	
		•	☐ Debris/Furniture Removal
2. I agree that it duration of the the elevator is	is my responsibility e elevator usage. I fo used to avoid any fi	to insure the prote orther agree that th	ective padding is not removed or stolen for the is form must be signed by Security on the day
Resident:	(Signature)		Date:
	(Signature)		
3. Elevator Ins	pection (filled out	by Security Officer a	nd/or Managing Agent)
	,	ris/Furniture):	
Approved by.		(Signature of Managin	g Agent)
Elevator Protective	e Padding		
Elevator/ Hallways	s Condition Before U	Jsage:	
Elevator/Hallways	Condition After Us	age:	
Inspected By:			
· ·		(Security Officer)	
4. Deposit Retu	ırned:	of Amoutmout Oromon)	Date:
	(Signature	of Apartment Owner)	

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Attachment M

BEFORE ALTERATION APARTMENT INSPECTION CHECK LIST

Location: Date:		
Location	Note	
Kitchen countertop GFCI electric outlets		
Kitchen sink drain (drain only)		
Kitchen sink supply (valves as well)		
Refrigerator icemaker line (copper only)		
Dishwasher supply and drain lines		
Ceiling lights		
Check appliance operation, electrical connections		
Any walls removed		
Kitchen stack replaced		
Bathroom GFCI electric outlet		
Bathroom sink drain(brass or chrome only)		
 Bathroom sink/bidet supply (valves as well)		
 Bathroom shut off valves (including master shut off valve)		
Shower curtain and/or door		
Lights		
 Exhaust grill/fan		
Balcony GFCI outlet		
Balcony drain		
Balcony divider and floor		
Windows guards		
AC sleeves, back grills, and ACs		
Main service panel		
Front door sweep, bell, lock, and paint		
Original flooring is asbestos		
New flooring (sound proof)		
Electrical outlets		
Radiators covers, pipes openings, windows sleeves		

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POST APARTMENT ALTERATION INSPECTION CHECK LIST

Location	Note
Kitchen countertop GFCI electric outlets	
Kitchen sink drain and supply	
Refrigerator icemaker line	
Dishwasher supply and drain lines	
Wall pipes seal (all 4 pipes)	
Ceiling Lights	
Appliance operation, electrical connections check-up	
Kitchen stack replaced	
Any gas smell	
Bathroom sink/bidet drain and supply	
Bathroom GFCI electric outlet	
Wall pipes seals	
Bathroom shot off valves/master shut off valves	
Lights	
Exhaust grill/fan	
Tile waterproof grout (tub, floor, toilet)	
GFCI balcony outlet	
Balcony drain	
Balcony divider, railings, floor tiles	
Radiators seals	
Windows, windows guards (if applicable)	
AC sleeves, back grills, ACs	
Carbon monoxide and smoke alarms	
Service panel	
Front door sweep and door insulation	
80% of carpet or sound proof material used	
Closet inspection	
Front door bell, lock, and paint	
Electrical outlets	

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