

WESTAGE TOWERS WEST CONDOMINIUM

25 Rockledge Ave. White Plains, NY 10601

STRUCTURAL PROTECTS

Unit Owner(s): _____ Unit#: _____

Telephone: _____

RENOVATION START DATE: _____ RENOVATION COMPLETION DATE: _____

Pursuant to Section 13 of the By-Laws of the Condominium, entitled Additions, Alterations or Improvements by Unit Owners, hereby request permission to install the equipment and make the specific alterations described in detail in the attached document (hereafter collectively referred to as the "work").

Permission is granted and before any work is begun:

I. I agree:

- (a) to provide the managing agent a complete and confirmed copy of every agreement made with contractors and suppliers.
- (b) If required by law or Governmental regulations, to file plans with and procure the approval of all Governmental Agencies having jurisdiction over the work and, not more than ten days after receipt of such approval, to deliver to the managing agent a copy of every permit or certification issued. If there be any doubt as to the need for such approval, the City of White Plains Building Department shall be the sole arbiter in resolving the doubt.
- (c) To procure from my contractor(s) or hold personally:
 - (i) Comprehensive personal liability and property damage insurance policies, of \$1 million each, which policies name Westage Towers Condominium and the Management Company, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until ten days after written notice to the managing agent; and;
 - (ii) Workmen's compensation and employee's liability insurance policies, covering all employees of the contractor(s) or sub-contractors.
- (d) If desired by the Board and/or Managing Agent, to conduct a "walk through" of the area to be renovated, describing in details the proposed renovations. I will also permit inspection of the work in process at any time during the renovation period as may be reasonably requested by the Board, Managing Agent or Building Engineer.

Such policies, or certificates evidencing their issuance, shall be delivered to the managing agent (or the Board of Managers).

2. If Westage Towers West requires to or shall deem to seek legal, engineering, or architectural advice prior to granting permission, I agree to seek such counsel at my expense, and shall provide, prior to commencement of any work, a written and documented report of the findings thereof.
3. It is understood that:
 - (a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, weather tightness of windows, exterior walls, or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.
 - (b) I recognize that there will be no change, other than temporary disruption in the operation of the building's heating, plumbing or electrical systems to facilitate the functioning of any equipment I may be installing.

- (c) I undertake to indemnify Westage Towers Condominium, the Managing Agent and Unit Owners or occupants of the building for any damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse Westage Towers Condominium, or the Managing Agent for any expense (including, without limitation, attorneys' fees and disbursements) incurred as a result of such work.
4. All permitted work shall be completed by the estimated completion date. Extenuating circumstances are to be brought to the attention of the Board of Managers and the Managing Agent immediately if they bear upon completion of the work within the time frames specified.
 5. No work shall be done, except between the hours of 8 AM and 5PM Monday through Friday. No work shall be done on Saturdays that would cause noise or disturbance. No work will be performed on Sundays and Holidays. No materials shall be delivered, except between the hours of 8AM and 5 PM Monday through Friday. Any work, which can produce unusual noises, which might be disturbing to other residents, shall not be done before 9AM.
 6. All precautions must be taken to prevent dirt and dust from permeating other parts of the building during the work. Debris will be removed from the building in secure containers or bags. All barrels, bags, rubbish, discarded equipment and/or appliances, packing cartons and other materials will be removed from the building at my expense, and in accordance with local laws for the disposal of same. Common areas will not be used as working (or storage) space and will be kept clean and clear of obstacles.
 7. I will bear the entire cost of alterations and installations and pay bills incurred in connection therewith. If any mechanic's liens are filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within (30) days after such filing, whether or not I am ultimately responsible or liable for payment of same. If I fail to do so, you may exercise any and all rights and remedies under the Proprietary Lease or this agreement.
 8. At the completion of the work, I will deliver to you an amended Certificate of Occupancy and a Certificate of the Board of Fire Underwriters, if either should be required, and such other proof as may be necessary to indicate all work has been done in accordance with all applicable building laws, codes, ordinances and Governmental regulations. Failure to obtain same, when requested by the Board of Managers, will result in my having to remove the alterations and restore the property to its original condition.
 9. I agree that my hazardous materials will be handled in accordance with legal requirements and notice made to the Managing Agent.
 10. I assume full responsibility that persons in my employ maintain the security of the building during their working day. I will also ensure that they honor Westage Towers Condominium parking regulations.
 11. I recognize that by granting consent to this work, you do not profess to express any opinion as to the design, feasibility, or efficiency of the work.
 12. I agree that Board approval of this application shall apply only to the work detailed in the rider attached hereto. No approval is assumed or implied for work other than that described.
 13. This agreement may not be changed orally. This agreement shall be binding on Westage Towers Condominium, me, and our personal representatives and authorized agents.
 14. Any and all plumbers or electricians utilized will be duly licensed to practice their profession in the State of New York and the City of White Plains. A copy of the license shall be attached.
 15. Permission to use dumpsters, scaffolding, winches, pulleys, refuse disposal chutes, other attachments to the outside of the building shall be made in writing to the Board, and shall be done only with prior Board approval.

- 16. A Damage Deposit of up to \$1,000 shall be determined by the Board of Managers and made to Westage Towers West Condominium prior to commencement of work. This deposit is to be held by the Managing Agent until completion of all work to which the application relates.
- 17. Upon completion of all work to which this document relates, the Managing Agent and/or Building Engineer shall inspect the common areas for damage. Upon his approval that there is no damage to the common areas, or other Condominium property, the damage deposit, or any portion remaining after the correction of such damage, shall be refunded to the Unit Owner. Should correction of such damages be determined to be in excess of the deposit, I agree to reimburse Westage Towers West for the balance within 30 days of my receipt of the paid invoice.
- 18. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the By-laws, pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.

Attached hereto are the "work" documents and additional pages that is made part of this agreement.

Signature of Unit Owner

Date

Signature of Unit Owner

Date

Signature of General Contractor/ Project Manager

Date

Telephone Number

Permission granted for work as herewith submitted:

President of the Board of Managers

Date

This application is to be sent to the Managing Agent, Stillman Management Realty 440 Mamaroneck Ave. Suite S-512, Harrison, NY10528, (914) 813-1900.

Upon receipt of this completed application and all related documents, Managing Agent shall provide each Board member with copies of all documents in advance of the next regularly scheduled Board Meeting, at which time the application will be considered. Upon approval of the application, Managing Agent shall provide applicant with a signed copy, and work may commence.

NO WORK IS TO COMMENCE UNTIL AN APPROVED SIGNED COPY OF THIS APPLICATION IS RECEIVED BY THE APPLICANT