



Riverwatch Condominium Agreement for Alterations and Renovations

As stated in the By-Laws, Section 5.2, Unit Owners are required to obtain written permission from the Board of Managers prior to beginning any alteration or renovation. In order to protect Unit Owners, the Condominium and the Managing Agent, the following agreement is in effect:

ALL ITEMS MUST BE SUBMITTED AT ONE TIME AS A COMPLETE PACKAGE BY THE UNIT OWNER

Alteration Agreement

This Agreement, made as of this ____ day of _____, 20__ between Riverwatch Condominium (the "Condominium") with an address 1020 Warburton Avenue, Yonkers, New York 10701, and _____ (the "Unit Owner" or "Owner") having a mailing address of 1020 Warburton Avenue, Yonkers, New York, 10701, Unit # ____ (the "Unit").

Witnesseth:

WHEREAS: the Unit Owner desires to install equipment and/or make alterations in Unit at the Condominium as reflected on the attached drawings, specifications and/or proposal(s) attached hereto as Exhibit A; and

WHEREAS: the Unit Owner desires to obtain the Board of Managers' consent to perform the Alterations;

NOW, THEREFORE, the parties agree as follows:

1. **Unit Owner's Submissions:** Together with this Agreement, the Unit Owner is delivering to the Condominium:
 - a. Detailed proposals, plans, drawings and specifications for the work to be performed, the equipment proposed to be installed and/or the alterations proposed to be made which, if so required by the Condominium, have been prepared by a licensed architect or engineer. Such proposals, plans, drawings and specifications are attached hereto as Exhibit A and include a room-by-room list of the equipment to be installed and the alterations to be made.
 - b. A check made payable to "**RIVERWATCH CONDOMINIUM**" in the amount of **\$750**, representing a security deposit which may be returned to the Unit Owner upon completing the proposed work on time and in accordance with each and every provision of this Agreement. The Condominium reserves the right to further require that Unit Owner submit an additional deposit to cover the costs of retaining an architect, engineer or any other consultant to review the Plans and/or the Work.
 - c. Forms and security deposit are to be mailed to: Riverwatch Condominium c/o Westchester Property Management, Inc., Tarrytown Corporate Center, 520 White Plains Road, Suite 450, Tarrytown, New York 10591.

Riverwatch Condominium | 1020 Warburton Avenue | Yonkers, New York 10701 | 914-965-1697
www.riverwatchny.org

Initial: _____ Initial: _____ Date: _____

2. **Review of Proposals, Plans, Drawings and Specifications.** The term “Plans” as used in this agreement shall refer to the proposals, plans, drawings, and specifications AS APPROVED IN WRITING by the Board of Managers or designee. The term “Work” shall refer to the work called for by the Plans or any other work incident thereto or to be performed by on behalf of the Owner. After approval by the Condominium, the Plans shall NOT be modified without the express written approval of the Board of Managers. Notwithstanding any approval of the Plans by the Condominium, the Owner shall remain fully responsible for the Plans, for ensuring compatibility with the systems and facilities of the Condominium, and for compliance with applicable laws and codes. Any such approval or consent shall not constitute an assumption by the Condominium, its Board or designee of any responsibility or liability for the Work or the Plans, nor an approval, acknowledgment or admission of the accuracy, suitability or soundness of such Plans, or their conformity with applicable laws, as well as codes, regulations, rules and requirements of any governmental authority having jurisdiction thereof (all of the foregoing are referred to herein as "legal requirements").

3. **Pre-Condition to Commencement of Work by Unit Owner.** The Unit Owner shall not commence Work unless and until all of the following have occurred:
 - a. The Board of Managers has approved and consented in writing to such Plans submitted by the Unit Owner and the Unit Owner shall have received a copy of such approval and consent. The consent shall be in writing and in the form annexed hereto as Exhibit “B” (the “Consent Letter”).

 - b. The Unit Owner shall have submitted to the Condominium (i) a list of all contractors, subcontractors, and suppliers who will perform or provide materials for the Work, and (ii) complete copies of agreements entered into with such contractors, subcontractors, and suppliers pertaining to the Work.

 - c. The Unit Owner shall have made all required filings with, and received all required permits, approvals, licenses and consent forms, all governmental agencies having jurisdiction over the Work including, but not limited to, the Yonkers Department of Housing and Buildings and the Yonkers Fire Department, and the Unit Owner shall have furnished copies of all such filings, permits, approvals, licenses and consents to the satisfaction of the Condominium.

 - d. The Unit Owner shall have caused each of his/her contractors to furnish to The Condominium the insurance policies and certificates described in and required by Exhibit C, a copy of which is attached and incorporated by reference herein. Such policies (i) shall name the Condominium, the Board of Managers, officers, directors and owners, the Condominium’s Managing Agent and the Unit Owner, as parties insured (ii) shall be issued by companies reasonably acceptable to the Condominium and (iii) shall provide that such policies shall not be cancelled or terminated without at least twenty (20) business days prior written notice to the Condominium. The Unit Owner shall cause all such insurance policies to be kept in full force and effect until the completion of the Work.

4. **Unit Owner to Give Notice Prior to Commencement of Work**

- a. Unit Owner is required to provide notification of the Work and Plans to all neighbors on both sides and directly above and below Unit Owner's unit. Any neighbor disapproval of the Plan must be submitted in writing to the Board of Managers by the disapproving neighbor. Unit Owner shall submit written confirmation of notification to all affected neighbors to the Board of Managers as required by Exhibit D.
- b. Prior to commencing the Work the Unit Owner shall give at least five (5) business days' prior written notice to the Superintendent and the Managing Agent specifying the date on which the Work will commence and the estimated duration of the Work.

5. **Performance of the Work**

- a. **In General.** The Unit Owner shall perform the Work strictly in accordance with the Plans and shall not perform any Work not called for by the Plans. In performing the Work, the Owner shall comply with (i) the Declarations and By-Laws; (ii) the requirements of all insurance policies covering the Work, the Unit or the Condominium; (iii) this agreement; (iv) the By-Laws as they may be amended from time to time; (v) the Condominium's Amended Rules and Regulations as they may be further amended from time to time, (the " House Rules"); (vi) the requirements of the Condominium; (vii) any directions given by the Managing Agent or the Superintendent; and (viii) all applicable Laws and Codes.
- b. **Work Hours and Noise.** The Work shall be undertaken diligently and in a manner so as not to disturb other occupants of the Condominium. The Work shall be performed only on Mondays through Fridays (excluding holidays) between the hours of 9 a.m. and 5 p.m.; provided however, that any noisy Work which may disturb other occupants shall not be performed before 11 a.m. The Work shall not be performed on weekends or holidays. The Condominium 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 Condominium, which may be withheld or, if given, may limit the use thereof or set other conditions.
- c. **Required Completion Date.** The Unit Owner agrees that the Work shall be completed **within ___ calendar days** of commencement of the Work (the "Required Completion Date"). The Condominium expresses no opinion regarding the feasibility of completion of the Work by the Required Completion Date. If the Work (other than decorative work) shall not be completed on or before the Required Completion Date, and Unit Owner remains in compliance with the terms of this Agreement and the Unit Owner's obligations under the Declaration and By-Laws, the Unit Owner shall be entitled to not more than 20 additional, consecutive days (excluding weekends and holidays) to complete the Work (the "**Extension Period**"). After the Extension Period, there will be no further extensions, unless otherwise agreed to in writing by the Condominium.
- d. **Liens.** The Unit Owner shall have sole and complete responsibility for ensuring that his/her architect, engineer, contractor, subcontractors, suppliers , and any and all other persons or companies involved in the approved Work, are paid in full. In the event that a mechanic's lien is filed against the Condominium (including without limitation any unit or the master tax lot or any of the common elements) by any person or company related to the Work, the Unit Owner

shall take whatever steps are necessary to remove the mechanic's lien within twenty (20) business days of being so notified by the Condominium. If the Unit Owner fails to remove the mechanic's lien within the specified time, then the Condominium retains the right in its sole discretion, to require the Unit Owner to pay a per diem fee of **\$200.00** for each day that the lien remains open of record. The Condominium also maintains the right, in its sole discretion, to take whatever steps are necessary to remove the mechanic's lien and to charge the Unit Owner all fees and costs associated with, or related to, the removal or bonding of said lien, said fee(s) shall be chargeable as Common Charges.

6. **Damage or Adverse Effect Caused by the Work.** The Unit Owner shall be responsible for any damage to or any other adverse effect upon the Unit, any other units, the common elements or for any loss, liability, damage or cost the Condominium, either incurred or threatened, including but not limited to structure, shell, systems, equipment, fixtures and finishes of the condominium, caused by or resulting from Work, (collectively and without limitation " Damage") regardless of when such Damage becomes apparent. In the event of any Damage, The Condominium may, at its sole option and discretion (a) direct that the Work or any portion thereof cease immediately, (b) require the Owner, at his/her expense, to repair Damage or remedy the condition giving rise to it with a specified time frame, and/or (c) repair the Damage or remedy such condition at the Unit Owner's sole expense and recover such expenses from Unit Owner as if they were an assessment against the Unit under the terms of the Declaration and By-Laws .

Without limiting the terms of the preceding paragraph, the Unit Owner specifically acknowledges that this Section 6 shall be applicable to any damage to any carpeting, wall coverings, finishes and other improvements in the condominium's hallways, elevators, and other common areas. The Unit Owner shall be responsible to the Condominium for the cost of cleaning, shampooing, painting and repairing or, at the sole option and discretion of the Condominium, replacing the same if soiled or otherwise damaged in connection with the Work. The Unit Owner shall also use all reasonable efforts to expeditiously review and resolve all such claims for which they are responsible. The provisions of this paragraph shall not limit the Owner's liability under Section 6.

7. **Indemnification by Unit Owner.** The Unit Owner shall indemnify and hold harmless The Condominium, the Board of Managers, officers, directors, and unit owners, the Managing Agent and other residents of the condominium (collectively, as "Indemnified Persons") against any loss, cost, claim, damage (including damage to persons or property) or expense arising from or related to the Work or any act or omission of the Unit Owner's contractors, subcontractors, architects, engineers or consultants, including reasonable attorney's fees and disbursements incurred by any of the Indemnified Persons in the defense of any such claim or any suit, action or proceeding based thereon. The provisions of this agreement relating to the indemnification from one party to the other party shall survive any termination or expiration of the agreement.
8. **Unit Owner to Bear all Costs associated with the Work.** The Unit Owner shall be solely responsible for all costs incurred by the Unit Owner, the Condominium and/or any other unit owner or resident in connection with the Work or this Agreement, including the fees and disbursements of any attorney, architect, engineer or consultant retained by the Condominium in connection with the Work or the enforcement of this Agreement. Without limiting the generality of the foregoing, the Unit Owner specifically agrees to reimburse the Condominium for Attorneys' fees and costs of suit arising from or related to the enforcement of this Agreement, including, but not limited to filing of a Common Charge lien and any subsequent foreclosure proceeding. All such fees shall be chargeable

as additional common charges. Any and all costs or expenses incurred by the Condominium and/or any other unit owner or resident of the building related to the breach of this agreement and/or the Work in any manner, whether due to Unit Owner's negligence or not, shall be chargeable to Unit Owner as additional common charges under the Declaration and By-Laws, it being understood that any costs, liability or expenses incurred by virtue of the Work shall be Unit Owner's sole responsibility.

9. **Additional Requirements**

- a. **No Changes in Condominium Heating or Air Conditioning.** The Unit Owner understands and agrees that there will be no changes in the operation of the Condominium's heating or air-condition system to facilitate the functioning of any heating or air conditioning units which the Owner may choose to install or upgrade.
- b. **Prohibited Construction Methods.** The Unit Owner shall not alter or interfere with the Condominium's gas, electric, heating, air conditioning or plumbing system or any other Condominium system or service.
- c. **Accessibility of Valves.** The Unit Owner shall insure that all water, heat, a/c, 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 Condominium may (i) require the Unit Owner, at his/her sole expense, to remove such enclosure within a time frame to be specified by the Condominium in its sole discretion and or (ii) to remove such enclosure at the Unit Owner's expense.
- d. **Use of Public Common Areas During Work.** The Unit Owner shall not allow the halls, sidewalks, and other public areas to be used for the storage of building materials or debris. The Unit Owner shall cause his/her contractor to take such steps as are deemed necessary by the Condominium to protect the carpeting, wall coverings, finishes and other improvements in the Condominium's hallways, elevators, and other common areas.
- e. **Unit Owner to Control Refuse, Dirt, and Dust.** The Unit Owner shall take all precautions to prevent dirt or dust from permeating other parts of the Condominium during the progress of the Work, and shall place all materials and rubbish in barrels or bags before removing same from the Unit. Unit Owner shall ensure that all such barrels and bags and all rubbish, rubble, discarded equipment, empty packing cartons and other materials are removed from the Unit and taken out of the Condominium at the Owner's expense. The Unit Owner recognizes that only the service elevator may be used for such removal and only at such times as the Superintendent of the Condominium may direct. In the event that the Condominium, in its sole discretion, believes that the dirt or dust is unreasonable, the Condominium shall have the right to temporarily suspend the Work until a solution acceptable to the Condominium is found. All construction materials, refuse and debris shall be disposed of by Unit Owner as may be required by law and without depositing or leaving with the Condominium's normal trash and refuse.

EXHIBIT A

THE PLANS

Initial: _____ Initial: _____ Date: _____

EXHIBIT B

CONSENT AND NOTICE TO PROCEED

RIVERWATCH CONDOMINIUM
1020 Warburton Avenue
Yonkers, New York 10701

Date: _____

Re: Alteration to Unit _____ (the "Unit")

Dear: _____

We have reviewed the Alteration Agreement dated _____ submitted by you in connection with the proposed alteration of the Unit. All capitalized words or phrases in this letter shall have the same meaning as defined in the Alteration Agreement.

The Condominium hereby consents to the proposed work referenced in the Alteration Agreement and specified in Exhibit "A" thereto. All of the plans submitted by you and approved by the Board of Managers, which sets forth the Work, shall be initialed by you. This consent is not effective until such Plans are fully initialed and have been delivered to the Condominium or its Managing Agent and all fees and deposits required by the Condominium have been paid. Further, this consent is subject to all of the terms, conditions and provisions contained in the Declaration and the Alteration Agreement.

This consent is also conditioned upon your commencement of the Work no later than _____, 20__, and the completion of the no later than _____, 20____ (the "Required Completion Date"), TIME BEING OF THE ESSENCE. This deadline is material to our consent, and we have relied upon this representation by you in giving you this consent to proceed.

This consent is not a consent to any alterations other than those included in the Plans. Any deviation from the Plans, or additional alterations or work, must be consented to in writing by an officer of the Condominium or an authorized employee of the Managing Agent. Please note that neither the Superintendent nor any employee of the Condominium shall have the authority to give any consent or otherwise bind the Condominium.

Reminder: you must be in compliance with all pre-conditions set forth in Paragraphs 3 and 4 of the Alteration Agreement between the Condominium and the Unit Owner, including, but not limited to, the insurance requirements prior to the commencement of the Work.

Very Truly Yours,
Riverwatch Condominium

By: _____
_____, President

Initial: _____ Initial: _____ Date: _____

EXHIBIT C

INSURANCE

Each of Unit Owner's contractors shall provide insurance of the types and not less than the limits set forth below with a company or companies satisfactory to the Condominium, licensed to do business in the State of New York and County of Westchester, and all such policies shall name the Condominium, the Condominium's Board of Managers, officers, directors, Owners and the Condominium's Managing Agent as additional named insured. No diminution of limits of insurance will be permitted.

- (i) **WORKERS COMPENSATION** as required by law together with Employer's Liability Insurance and Disability Benefits Insurance as required by the State of New York.
- (ii) **COMMERCIAL GENERAL LIABILITY** including Contractor's Liability and Blanket Contractual Liability (oral and written) all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Board Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Section 1 in such form as may be required by the Condominium; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II Section B (1) is to be deleted. The Completed Operations Coverage is to extend for a period of one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos –containing material, and shall not include a sunset cause without the Condominium's consent.

\$ 1,000,000 BODILY INJURY & PROPERTY DAMAGE (Combined single limit)

- **COMPREHENSIVE AUTOMOBILE LIABILITY**, including non-ownership and hired car coverage, as well as owned vehicles:

\$ 1,000,000 BODILY INJURY & PROPERTY DAMAGE (Combined single limit)

- (iii) **UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE** if umbrellas are written in more than one company and layers above the first shall follow the form of the primary umbrella.

\$ 3,000,000 combined (Combined single limit)

To the extent permitted by law, such insurance coverage shall include without limitation any liability the Condominium and/or Unit Owner may incur by reason of the operation of New York Labor Law Section 240 and 241 and statutes of like import so long as the Condominium or Unit Owner' liability or loss arises out of the activity of the contractor, its subcontractors, agents, servants or employees.

Initial: _____ Initial: _____ Date: _____

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Condominium, showing that such insurance is in full force and the premiums due hereunder have been paid. Such certificates shall provide that the said insurance may not be cancelled, terminated, or modified without (10) days written advance notice thereof to the Condominium. The Contractor shall promptly furnish the Condominium with copies of any endorsements subsequently issued amending insurance coverage or limits.

In the event of the failure of the Contractor to furnish and maintain such insurance, the Condominium shall have the right, at its option, at any time:

- To revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies, or
- To take out and maintain the said insurance for and in the name of the Condominium, the Contractor, Owner, and, in such a case, the Owner agrees to pay the cost thereof and to furnish all information and consents necessary to permit the Condominium to take out and maintain such insurance for and in the name of the Condominium, the Contractor and the Owner.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Owner from liability assumed under any provisions of this Agreement.

The Contractor's insurance policy shall also contain in substance the following endorsement:

The insurance shall not be invalidated should the insured waive, in writing, prior to loss, any or all right of recovery against any party for the loss occurring to the property described herein.

Nothing in this Exhibit C shall constitute a waiver of or limitation of any other rights or remedies the Condominium may have consequential damages or otherwise.

Initial: _____ Initial: _____ Date: _____

EXHIBIT D

**RIVERWATCH CONDOMINIUM
NEIGHBOR NOTIFICATION LETTER**

Date: _____

To: Riverwatch Condominium
Board of Managers

From: _____
(Unit Owner's Name)

Unit #: _____

This is to notify the Board that my neighbors residing in the following adjacent units:

1. Unit #: _____
2. Unit #: _____
3. Unit #: _____ (if applicable)
4. Unit #: _____ (if applicable)

have been notified of my planned alteration per the request being submitted to the Board and as summarized below:

Very truly yours,

Unit Owner

Neighbor* acknowledgments (please initial): 1. _____ 2. _____ 3. _____ 4. _____

*Notice to Neighbors: This letter is designed to inform you of your neighbor's plans. Initialing this letter does not constitute approval of the Plan, but rather acknowledges notification of the planned work. Any disapproval should be addressed in writing to the Board, submitted to the Managing Agent.

Initial: _____ Initial: _____ Date: _____