

Fire Island Pines Inc.

Renovation Application

Revised August 2010

Dear Shareholders:

Fire Island Pines, Inc. permits Shareholders to make alterations to their cooperative apartments, including but not limited to: clothes washers and dryers, ductless air conditioning systems, bathroom and/or kitchen renovations and electrical amperage upgrades providing they adhere to all Corporate rules and regulations.

A properly completed application must be submitted and approved prior to commencement of any work. The Corporation reserves the right to deny an application.

These policies will be strictly enforced as the structural integrity of the buildings, as well as the peaceful enjoyment of neighboring shareholders are at stake. Should you have any questions, please do not hesitate to contact the site office for assistance.

Sincerely,

FIRE ISLAND PINES, INC.

Revised 08/2010

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FIRE ISLAND PINES, INC. ALTERATION PROCEDURES

1. Contractor and/or subcontractor to be selected by the Shareholder.
2. The (3) sets of drawings and/or plans from the contractor or architect showing work in detail. One set for the architect and/or engineer, one set for the On-Site Manager and one set for the Managing Agent. Where the work includes structural modifications, a licensed architect or engineer must stamp the plans.
3. The contractor's Certificate of Insurance, plus all sub-contractors, as outlined on the insurance information page, showing Fire Island Pines, Inc., Prestige Property Consultants and the Corporate Engineer as additionally insured. If contractor employs other workers the certificate of insurance must also show Workman's Compensation insurance.
4. Copies of all contractors and sub-contractors' Licenses, as well as copies of any and all town required Building Permits. The corporation must be provided with the names and business addresses of all sub-contractors.
5. Completed alteration application package, including submission of a completed written scope of work page from the contractor or the architect.
6. Check made payable to Fire Island Pines, Inc. in the amount of 25 % of the value of the work but not to exceed \$1,000.00 to be held in escrow as a refundable security deposit.
7. Check made payable to Prestige Property Consultants in the amount of \$ 100.00 for reviewing and processing the alteration application package.
8. All of the above must be presented to the On-Site Manager for review distribution to the appropriate parties.
9. Documents to be reviewed and approved by the Corporation's engineer and/or architect.
10. Alteration application to be reviewed and countersigned by either an Officer of the Corporation, the On-Site Manager or the Managing Agent.

11. Once plans are approved the On-Site Manager will send a letter to the Shareholder advising work may commence, with a copy sent to the Managing Agent for its records.
12. The Shareholder must notify in writing the Shareholders of apartments adjacent to, above or below the apartment to be renovated advising that alteration work will be performed. Adjacent and below interiors of apartments may require to be photographed for existing conditions prior to commencement of work, thus ensuring that any future claims reflect only the true extent of any potential damages incurred as a result of said renovation. Photographs are to be taken by the contractor involved in the renovation.
13. If work is to be performed in an upper level apartment, both a Lower Level Authorization Form and a Rider to Renovation Indemnification Form must be completed where applicable. Lower level shareholders may not with-hold permission for an unreasonable amount of time.
14. Contractor and/or Subcontractor must make arrangements with the On-Site Manager to schedule the job before work commences. All contractors are required to check in with the on-site office to obtain a key to the apartment on a daily basis.
15. All engineer and/or architect fees incurred by the Corporation related to this renovation will be billed back to the Shareholder's next quarterly maintenance as a professional charge.
16. For any work that involves covering part of the work behind either walls or equipment, the engineer must perform a "roughing inspection" before either the walls are closed in, or the equipment has been put in place.
17. Upon completion, the Corporation's engineer will perform a final inspection of the work and report to both the On-Site Manager and the Managing Agent in writing regarding damages and/or additional work which must be performed.
18. The deposit will be returned upon inspection of the work and a sign-off letter from both the engineer and the On-Site Manager.
19. If **Any** work commences without authorization or applicable permits, all work **Will be Halted** until further notification from either the Board of Directors, the On-Site Manager or from the Managing Agent.
20. All contractors must agree to abide by all of the corporation's rules & regulations. If any contractor fails to follow these house rules, the corporation reserves the right to impose an administrative fee on the shareholder who hired the contractor, to stop the work in progress, and/or ban that contractor from working in the cooperative in the future. It is the responsibility of the Shareholder to include this in his/her agreement with the contractor.
21. For any and all renovations, during the entire renovation period from start of job through completion, a member of the site staff will inspect the premises at least once weekly during renovations until the job has been completed.

22. Any time appliances and/or fixtures are installed that require water hook-ups, that appropriate stop valves must be installed in easily accessible locations within apartments, including but not limited to: clothes washing machines, hot water heaters, dishwashers, sinks and showers. When walls are opened to expose plumbing lines the pipes are to be replaced back to the riser by the shareholder's contractor. At that time the Corporation will then use their plumber to replace the riser while the walls are still opened.
23. Any time that sheetrock is replaced within a unit, the replacement product **must** be moisture resistant and fire retardant sheetrock.
24. Heat and/or smoke detectors **may not** be removed or tampered with at any time by any person, either shareholders or contractors. If a detector needs to be moved or temporarily disconnected, the shareholder must contact the site manager who will contact Bellringer to complete the work, at the shareholder's expense; as well as contacting the insurance broker to report the disconnect.
25. The corporation must have confirmation from your contractor that all sub-contractors have been paid in full before an engineering inspection will be scheduled. Proof will be in the form of a fully executed copy of the "final waiver of lien and hold harmless" document provided in this application package. Your security deposit will not be refunded until proof has been provided to the corporation.
26. All renovations and/or alterations must be completed within one calendar year of the start date of the project.

I HAVE READ AND AGREE TO ABIDE BY ALL OF THE ABOVE:

Shareholder(s) Signature(s)

Co-op #

Building #

Dated

Signed by the Site Manager and/or the Managing Agent

Signed by the Engineer

FIRE ISLAND PINES, INC. APPLICATION FOR ALTERATION

SHAREHOLDER(S) NAME: _____

UNIT: _____

BUILDING: _____

I (we) request permission to perform the renovation(s) listed below. The work to be performed is subject to the prior approval of the Board of Directors and the On-Site Manager or the Managing Agent. All construction is subject to inspection by the Board of Directors or their duly appointed designee both during construction and upon completion.

I (we) agree that **no work will be performed** without the written permission of the Board of Directors and submission of all required building permits; and that I am responsible for any and all damages done to common elements during construction. Should damages occur, I agree the fee to repair said damages will be paid by my security deposit. Should the damages exceed the amount of my security deposit I will reimburse Fire Island Pines, Inc. for any additional costs. I (we) also agree that it is my (our) responsibility to dispose of any and all debris created by the renovation I am requesting.

SHAREHOLDER(S) SIGNATURE: _____

DATED: _____

FIRE ISLAND PINES, INC. HOLD HARMLESS AGREEMENT

I (we) _____

hereby indemnify and hold harmless Fire Island Pines, Inc., Prestige Property Consultants, Inc., the corporate engineer and their officers, directors, agents, neighboring shareholders, servants and employees from any liability relating to the renovations and or use of renovations in my (our) cooperative apartment during construction and for the useful life of the renovations. I (we) hereby assume all financial liabilities for any damages incurred to either the common elements or to other neighboring cooperative units due to the construction and/or use of said renovations in my (our) cooperative unit.

Shareholder(s) Signature

Shareholder(s) Signature

Cooperative Unit #

Building #

Dated

Notary Signature

Dated:

Notary Seal and/or Stamp Affixed Below:

FIRE ISLAND PINES, INC. CONTRACTOR'S AGREEMENT

As the owner(s) of Co-op # _____, I have contracted with the persons and/or company listed below for one or more of the following: construction, renovation, painting, plumbing, electrical work, removal or installation of any type of flooring.

IT IS HEREBY AGREED that all persons and/or companies doing work in my (our) unit will provide current copies of their contractor's licenses, and certificates of insurance showing Fire Island Pines, Inc., Prestige Property Consultants and the corporate engineer as additionally insured. If said contractor employs other workers then a copy of the Workman's Compensation Insurance must also be provided. The contractor also agrees to abide by all of the rules and regulations of the cooperative. If the contractor fails to follow the corporate House Rules, the corporation reserves the right to impose an administrative fee on the shareholder who hired the contractor, to stop the work in progress, and/or ban that contractor from working in the cooperative in the future.

IT IS FURTHER HEREBY AGREED that all work debris, including but not limited to : cartons, paint cans, supplies, electrical wiring, tile, padding and/or carpeting, old appliances, bathroom fixtures and/or appurtenances, or removal of any other bulk items from my unit will NOT be placed on the cooperative grounds nor in the trash bin areas for disposal.

Print Owner's Name(s)

Owner Signature(s)

Name of Contractor and/or Company

Signature of Contractor

Address of Contractor and/or Company

Telephone Number

Town, State, Zip Code

Fax Number

THE ON-SITE MANAGER AND/OR THE CORPORATE ENGINEER WILL CONDUCT INSPECTIONS BOTH DURING AND AFTER COMPLETION OF THE WORK BY THE CONTRACTOR. ANY DEBRIS LEFT IN TRASH BINS OR ON COOPERATIVE GROUNDS AFTER COMPLETION OF THE WORK WILL BE THE RESPONSIBILITY OF THE SHAREHOLDER TO REMOVE. IF THE CORPORATION MUST REMOVE SAID DEBRIS THE SHAREHOLDER WILL BE BILLED FOR ALL COSTS AS WELL AS AN ADMINISTRATIVE FEE.

**UPPER LEVEL SHAREHOLDER INDEMNIFICATION FORM
FOR LOWER LEVEL APARTMENTS**

Upper Level Co-op Unit #: _____ **Building:** _____

Shareholder(s) Names: _____

Lower Level Co-op Unit #: _____ **Building:** _____

Shareholder(s) Names: _____

I (we) WILL NOTIFY IN WRITING THE UNIT OWNER(S) OF THE APARTMENT BELOW THAT THE WORK IS TO BE PERFORMED, THE DURATION OF THE WORK, AND THAT BY SUCH WRITING, I AM INDEMNIFYING THE SHAREHOLDER(S) FOR ANY DAMAGE WHATSOEVER, PROVIDED SUCH LESSEES WILL PERMIT MY DESIGNATED REPRESENTATIVES TO INSPECT THE LOWER PREMISES PRIOR TO THE COMMENCEMENT OF THE WORK. COPIES OF EACH LETTER WILL BE DELIVERED TO THE MANAGING AGENT / SITE MANAGER BEFORE WORK COMMENCES.

Signature(s) of Upper Level Cooperative Unit Shareholder(s):

Signature Dated:

Signature Dated:

Signature(s) of Lower Level Cooperative Unit Shareholder(s):

Signature Dated:

Signature Dated:

RIDER TO F.I.P. INC. RENOVATION INDEMNIFICATION FORM

In consideration for the granting of permission by unit # _____ shareholder(s)

for entry to their unit for the purposes of renovations to the unit directly above

them in unit # _____, I (we) _____

_____ shareholder(s) of unit # _____, agree to

indemnify said shareholder(s) _____

for the reasonable costs of repairing or replacing their personal property which may be damaged by the installation and/or usage of renovations. This indemnification excludes damages to any and all "common structural elements" for which indemnification has been made to Fire Island Pines, Inc. on a separate form.

Name and Signature: Upper Level Shareholder

Dated

Name and Signature: Lower Level Shareholder

Dated

Name and Signature: Lower Level Shareholder

Dated

Name and Signature: Lower Level Shareholder

Dated

PLEASE TAKE NOTE OF THE FOLLOWING:

Item # 1:

House Rules Journal - Section III; Article 4: (a) With the exception of emergency repairs, shareholders and/or contractors may only perform noise-producing construction (construction is defined as significant alteration, installation or repair) during the following hours:

Monday through Friday	June 15 th - Sept. 16 th	9:30 a.m. to 5 p.m.
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	Sept. 16 th - June 14 th	7:00 a.m. to 6 p.m.
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Saturday and Sunday	No noise producing construction is allowed.	
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Emergency repairs are exempt from this rule.

(b) Major renovations or alterations, as defined by the maintenance committee, may not be performed between the dates of 06/15 and 09/15.

Item # 2:

All contractors must provide you with current copies of their contractor's license as well as a certificate of insurance naming Fire Island Pines, Inc., Prestige Property Consultants, Inc. And the corporate engineer as additionally insured. If the contractors hire employees then the certificate of insurance must include Worker's Compensation coverage.

Item # 3: It is strongly recommended that shareholders carry individual insurance policies which cover at a minimum, all betterments and improvements plus a minimum liability insurance of \$300,000.

Item # 4:

All contractors must check in with the On-Site office prior to starting work in any cooperative apartments. Keys for all individual apartments are to be released through the office.

Item # 5:

Regarding any and all alterations and renovations, it is strongly recommended that all shareholders read: PROPRIETARY LEASE... ARTICLE II - THE LESSEE HEREBY COVENANTS WITH THE LESSOR, AS FOLLOWS: Section V : Use of Premises / Section VII : Interior Repairs Section VIII : Alterations - Removal of Fixtures Installed by Lessee as well as: HOUSE RULES ... ARTICLE II - STRUCTURE Sections A through I complete.

Item # 6:

Please be aware, as per both the above referenced Proprietary Lease and House Rules articles, that once an alteration and/or renovation has been made to a cooperative apartment the liability and responsibility for all repairs, maintenance and upkeep of the alteration/renovation passes in perpetuity to the individual shareholder. Even if a shareholder purchased an apartment that was previously upgraded with, as an example a skylight, the corporation is not liable for repairs.

Item # 7:

At the June 2003 Board of Directors meeting the following new procedure was instituted: for any and all renovations, during the entire renovation period from start of job through completion, a member of the site staff must inspect the unit at least once weekly during renovations until the job has been completed.

Item # 8: All sheetrock replacement must be made using moisture retardant green board or better moisture retardant/fire retardant blue board.

PAINTING CONTRACTORS REQUIREMENTS:

Effective 2010 expanded rules of the United States Environmental Protection Agency ("EPA") went into effect called "The Renovation, Repair, and Painting Program Rule".

The new rules add to the existing Federal and N. Y. State requirements concerning lead-based paint. Failure to comply with the new rules can lead to stiff daily fines by governmental agencies.

Under the new rules:

- Lead-safe practices must be used whenever disturbing more than six square feet of painted surface in any room through sanding, demolition, renovation or repair.
- Only workers and contractors who are EPA certified after completion of authorized training in lead-safe practices may be used.
- The work area must be isolated to prevent dust from escaping during the work.
- A new information pamphlet issued by the EPA called "Renovate Right" and notice of the timing and nature of the work must be distributed to residents before work begins.
- The work area must be cleaned of all remaining dust upon completion of the work and the "clearance" of all dust confirmed.
- Records of all notices, testing and work performed must be prepared and maintained, and produced to the authorities upon demand.

I, _____ employer and/or
employee of _____ do swear that I
have been certified as having completed a lead-based paint handling education program, or are
supervised by a certified supervisor. Dated: _____

Print Name

Signature

CONTRACTOR INSURANCE INFORMATION SHEET:

The contractor and all sub-contractors shall provide, prior to the commencement of the work, a certificate of insurance and/or other evidence required by Fire Island Pines, Inc. Of the following:

1. New York State Disability benefits statutory requirements (if the contractor has employees);
2. Worker's Compensation statutory requirements (if the contractor has employees);
3. Commercial General Liability with the following limits:
 - a. \$1,000,000 each occurrence
 - b. \$1,000,000 products / completed operations
 - c. \$1,000,000 personal injury / advertising injury
 - d. \$2,000,000 general aggregate

The coverage must be provided on the latest ISO Commercial General Liability Form or its equivalent. Fire Island Pines, Inc., Prestige Property Consultants, Inc. and the corporate engineer (Prestige Property to provide the engineer's name) must be included as additional insureds on a primary basis and shall not require contribution by any other policies available to the Additionally Insureds. The General Aggregate should be on a per product basis.

4. All coverages shall be written with carriers licensed and admitted to do business in New York State and have an "A" rating by AM Best.
5. All policies shall provide at least 30 days advance notice of cancellation, non-renewal or reduction of coverage to Fire Island Pines, Inc.
6. Contractor will not be allowed on the Building or premises without a valid certificate first being presented and accepted by Fire Island Pines, Inc.
7. If any portion of the work is sub-contracted, the Contractor agrees that each of the sub-contractors will comply with these insurance requirements in the same manner as the Contractor.
8. The Contractor will provide Fire Island Pines, Inc. with the names and business addresses of all sub-contractors, plus a Release of Lien evidencing payment to all subcontractors.

WATER HOOK UP SPECIFICATIONS:

SPECIFICATIONS FOR THE INSTALLATION OF WASHERS AND DRYERS

Work is to include all plumbing, electrical and miscellaneous carpentry associated with the installation of energy efficient front loading clothes washers and companion clothes dryers, as approved by the Corporation and the engineer. Any shareholder installing a washer/dryer other than a Malber all-in-one unit must upgrade the electrical service to 100 amps.

By submission of this application it is to be construed that the contractor inspected the premises and is aware of the permitted area of installation.

The Corporation requires that all washing machine installations must include installation of a Flood-Saver or other comparable draining under-pan beneath all washing machines. This pan serves to prevent damage caused by a leaking washing machine which may cause damage not only to the apartment housing the washer but to adjoining apartments as well.

Any changes to the above specifications must be submitted in writing to the Board of Directors of Fire Island Pines, Inc. for approval prior to commencement of the work.

SPECIFICATIONS FOR INSTALLATION OF A REPLACEMENT HOT WATER HEATER

The Corporation requires installation of a Flood-Saver or comparable draining under-pan beneath all new hot water heaters. This pan affords protection from hot water heater failure which may cause damage to the apartment in which it is housed as well as damage to other adjoining apartments. It is an easy-to- install plastic pan with a 1" drain fitting which sits beneath the water heater to protect against water overflow.

SPECIFICATIONS FOR STOP VALVES

Any time appliances and/or fixtures are installed that require water hook-ups, that appropriate stop valves must be installed in easily accessible locations within the apartments, including but not limited to: clothes washing machines, hot water heaters, dishwashers, sinks and showers.

AIR CONDITIONER INSTALLATION CONSTRUCTION STANDARDS:

This document represents a standard for the installation of Ductless Air Conditioning Systems at the Fire Island Pines Cooperative Corporation, as an addendum to the Alterations/Renovations Application, in order to standardize installations, as well as to provide guidance for contractors. Any ambiguities, or requests for alterations to these specifications, must be brought to the attention of the Corporate Engineer, or the Board of Directors. All decisions of the Board of Directors, its Committees and/or the Corporate Engineer, are final.

Compressor Installation (Outside Unit):

1. The unit must be located beneath the building at least two (2) feet from and within the building exterior wall. No unit is permitted to be installed directly beneath a deck. Any deviation from this criteria requires the express written approval of the Board of Directors.
2. The heat emission from the exterior unit must be directed away from deck areas.
3. No excavation of sand and/or soil is permitted without the express approval of the Board of Directors, or its representative(s). If permitted, supervision by Co-op personnel is mandatory during the initial excavation process, and as long as so deemed necessary by the designated cooperative supervisor.
4. The exterior unit is to be seated atop a sheathed over 4" by 4" CCA platform as shown in the attached diagram. It will be dimensionally consistent with the footprint of the compressor unit(s). The platform unit will be firmly seated on all surfaces in the sand, and leveled.
5. All coolant lines will be covered with insulation, in both interior piping and exterior piping, to a point adjacent to the condenser. Provisions must be made to dispose of condensate water so as not to create a nuisance, or undermine the integrity of the under-building structural support system.

Air Handler (Interior Unit):

1. Installers must provide a written plan and specification for the installation of Approved Air Conditioning Systems. That plan must identify the specific locations of all components of the system.
2. Air handlers must be located so as to best distribute conditioned air. The number of air handlers should be kept to a minimum within co-op units.
3. No structural members / supports can be cut or compromised at any time in connection with installation of an Air Conditioning System.

Air Conditioning Standards

4. All exterior piping and electrical runs are to be non-obtrusive and must be installed within conduit piping.

Electrical Requirements:

1. Any co-op unit that installs an Air Conditioning System must upgrade the incoming power to 100 Amp service.
2. Any and all wiring components must be installed by a licensed and adequately insured electrician who is Board of Director approved to work in the Co-ops.
3. All electrical work must conform to any and all existing electrical codes.

Operational Notes:

1. No noise will be tolerated from exterior compressor units.
2. All components of Air Conditioning Systems are to be kept in good repair at all times.
3. Shareholders are responsible to maintain the exterior unit in good operational condition. If the system is removed for any reason, at any time, the shareholder is responsible for any and all reparations and restorations in order to return the building exterior and interior to its original condition (or better).

AWNING HOUSE RULES

Section VII: Exterior, sub-section F: Awnings

1. Shareholders must follow the guidelines for retractable awning installations, as described in the Roll-Up Awning Company's specification sheet.
2. Shareholders are responsible for the following:
 - A. To submit a signed, notarized, retractable awning agreement, and a completed renovation application package prior to installation. **No work** to install any awning may begin until the shareholder receives prior written approval from the Board of Directors for the installation.
 - B. Damage to the unit's structure affected by the restoration, replacement and removal of all siding during and after installation, shall be restored to its original condition at the shareholder's expense.
 - C. Maintaining, repairing and the replacement of the awning and/or components due to wear and tear.
3. Shareholder will be responsible for any damage caused to the unit, common area, or other shareholder's and / or corporate property arising from the installation, use and/or removal of the awning, its brackets or any other portion thereof.
4. The installation shall be subject to inspection by the Board of Directors, or any agent of the Board, to determine conformance with the approved renovation as well as all applicable house rules.
5. The cost of the engineering fees to either approve the application and / or perform the inspection, as well as any other associated expenses, will be borne by that individual shareholder.
6. Shareholders who have purchased a unit with an awning are responsible for costs and maintenance with respect to that awning, and accept and agree to any terms contained in a prior awning agreement entered into by a prior Shareholder of the respective unit.
7. The Board of Directors reserves the right to direct any Shareholder to repair or remove any awning that falls into disrepair, or to make repairs to an awning and/or common elements damaged thereby, at the Shareholders' sole cost and expense.
8. Any and all costs incurred by the Board of Directors and its agents or professionals, including but not limited to, attorney's fees, to enforce compliance with this Rule shall be borne by the Shareholder and added to the Shareholder's obligations as additional rent under the Proprietary Lease.

FIRE ISLAND PINES, INC. RETRACTABLE AWNING AGREEMENT

AGREEMENT made this ____ day in the month of ____ in 20____ by and between Fire Island Pines, Inc. (Hereinafter referred to as "the Co-ops") and _____

_____ in co-op unit # _____

(Hereinafter referred to as "the Shareholder"). **Whereas** the shareholder desires to install a retractable awning outside his unit, and **Whereas** in accordance with the House Rules, prior written approval of the Board of Directors and the corporate engineer is necessary prior to the commencement of any work for such installation, and **Whereas** The Board of Directors is willing to approve the installation of a retractable awning under certain terms and conditions;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. The Board of Directors hereby approves the installation of the awning, which consent is expressly subject to the agreement by the Shareholder, and the continued compliance with, the terms and conditions of this agreement.

2. All retractable awnings must be manufactured and installed by the Board of Director's designated manufacturer and installer, Roll-Up Company and must comply with the following specifications:

- A. The fabric color of the awning must be oyster # 4642, or Linen Solid # R813D, with a trim color of cream.
- B. Awning must be retractable and fabric completely enclosed within the housing unit when the awning is retracted.
- C. All awnings must have an aluminum clad backer board, as approved by the manufacturer.
- D. The poles and rollers should be of aluminum or vinyl clad aluminum in white only.
- E. Tube roof mounting brackets must comply with manufacturer's specifications.
- F. All awnings must have a manual retraction device as well as the remote control retraction.
- G. Awning installation must include a wind sensor which automatically activates and closes the awning at a wind velocity of 22 miles per hour.

H. The maximum width of any awning can not exceed the width of the deck.

I. The maximum projection of any awning must not exceed the depth of the deck.

J. Shareholders hereby agree that , the awning will not be left in the open position when the shareholder is not in residence.

K. Under no circumstances shall awning parts be attached to any part of the unit other than the outside wall over the deck area; nor shall parts be

attached to the roofs with the exception of end units in the C buildings,

where there is no other possible means to install an awning except a roof installation.

3. Only one awning will be permitted for each home which shall be installed over the deck area.

4. The Shareholder hereby waives any claim against the Corporation, or members of its Board of Directors, its agents and employees, with respect to any roof or siding damage, or any consequential damages, and any injury to persons or property, arising from the installation and/or use of the awning, its brackets, or any portion thereof.

5. The Shareholder agrees to indemnify and hold harmless the Corporation, members of its Board of Directors, its agents and employees from any and all claims, losses, injuries, and/or damages caused by, or relating to, the installation, use or removal of the awning, its brackets, frame or any components.

6. The Shareholder agrees to maintain, repair and replace the awning and/or its components, in such a way that it is continuously kept in a neat and attractive appearance and in proper working order. Such maintenance and repair shall be made at the reasonable satisfaction of the Board of Directors, and/or the corporate engineer. In the event the shareholder fails to maintain, repair or replace the awning or any of its components to the reasonable satisfaction of the Board of Directors and/or corporate engineer, upon fifteen (15) days written notice and opportunity to cure, the Board of Directors shall be authorized to perform such item of maintenance and repair, and charge as additional rent, and collect the cost thereof from the Shareholder on his maintenance account.

7. Prior to installing any retractable awning, the Shareholder shall submit a renovation application to the Board of Directors for written approval. The application will be accompanied by such information and documentation as is reasonably requested by the Board of Directors. In the event the Shareholder moves from his unit without removing the awning and restoring the affected areas, and the new Shareholder does not want the awning, the new Shareholder will be responsible for the cost of restoring any and all areas affected by the awning installation.

8. Shareholders must notify the site office in writing once the installation has been completed so that the corporate engineer can inspect the installation.

9. Each application will be reviewed individually by the House Rules Committee and the engineer to determine that the installation would be acceptable, and each approved installation is subject to final structural inspection and approval by the Board's engineer.

10. This Agreement is intended to run with the cooperative unit and bind the Shareholders below, and their successors and assigns.

11. Nothing contained herein shall serve to limit the Board's rights and/or Shareholders' obligations under the By-Laws, House Rules, and Proprietary Lease, except as may be specifically and expressly stated herein. Any interpretation of this agreement shall be read in favor of the Board of Directors of the Corporation.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date set forth above.

FIRE ISLAND PINES, INC.

By: _____

President of the Board of Directors

Shareholder

Shareholder

STATE OF NEW YORK)

COUNTY OF)SS

On the ____ day of _____, 20_____, before me the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgment)

FINAL WAIVER OF LIEN AND HOLD HARMLESS

To be completed & submitted to site office once work has been finished

_____ for and in consideration of the sum of \$ _____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does:

Hereby remise, release and forever discharge _____ and its present and former members, shareholders, directors, officers, employees, agents, predecessors, heirs, legal representatives, affiliates, successors and assigns, of and from all causes of action, claims, lawsuits, liabilities, debts and demands it may have arising out of or related to any and all work, labor, materials, equipment, restocking and/or services performed and/or furnished by the undersigned as of the date of this instrument, at for or relating to work on the building known as FIRE ISLAND PINES, INC., located at Building # _____, Unit # _____ (the "Project"); and

Hereby waive any mechanic's, materialman's or like liens and all rights to file any such lien in the future, on and/or against FIRE ISLAND PINES, INC., PRESTIGE PROPERTY CONSULTANTS, INC. plus the CORPORATE ENGINEER, its real property, and/or the real property located at Building # _____, Unit # _____ and improvement thereon, or on the monies, or other consideration due to or become due, on account of or related to any and all labor, materials, equipment, work and/or services performed and/or furnished by the undersigned; and

Hereby represent that all amounts due it sub-contractors, suppliers, materialmen, vendors and/or consultants for work performed or materials furnished to the Project have been fully paid or otherwise satisfied and does not owe any sums to any of its sub-contractors, suppliers, materialmen, vendors and/or consultants in connection with the Project; and

Hereby warrant that it has paid and released all mechanics, materialman's and like liens relating to the work performed on the Project and hereby agrees to promptly obtain the release of all mechanic's, materialmen's and like liens filed or to be filed by others by others in connection with the Project and to defend any and all claims or lawsuits, at its sole cost and expense and hold FIRE ISLAND PINES, INC., PRESTIGE PROPERTY CONSULTANTS, INC. and the CORPORATE ENGINEER and its present and former members, shareholders, directors, officers, employees, agents, predecessors, heirs, legal representatives, affiliates, successors and assigns harmless from any and all liability and expenses (including attorney's fees and expenses) resulting from any claims, lawsuits, actions and/or liens filed or brought by it or any third party against _____ or any third party in connection with the Project or payment made hereunder.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____ in

the year of _____.

By: _____

Name: _____

Title: _____

SIGN-OFF SHEET FOR COMPLETED RENOVATIONS

In order for a security deposit to be refunded to the shareholder, both the on-site manager and the corporation's engineer must sign-off that all renovations have been completed in accordance with the corporation's specifications and standards.

To Be Completed By the On-Site Manager:

Date: _____

Unit #: _____ Building #: _____

The following alterations and/or renovations were personally inspected by me on the above referenced date:

Signed: _____

Print Name: _____

To Be Completed By the Engineer:

Date: _____

The above referenced alterations and/or renovations were personally inspected by me on the above referenced date. I will issue a written report of findings bearing my seal to both the on-site manager and to the managing agent within the next 14 days.

Signed: _____

Print Name: _____

Renovation/Alteration Application Approval Form

Fax to: _____ Fax #: _____

Company: _____ Dated: _____

From: _____ Total # of Pages: _____

Enclosed please find the application from: _____

In co-op # _____. We have received check # _____ in the amount of \$_____ as a security deposit, and check # _____ covering the application fee. This alteration and/or renovation is permissible under all applicable co-op rules and regulations.

Kindly advise if this application is approved or denied:

Approved: _____ Denied: _____ Needs more documentation: _____

Signed off by: _____ Dated: _____

Letter sent to shareholder (dated and by whom): _____

Engineer roughing inspection scheduled for: _____

Engineer report in office: _____

Engineer final inspection scheduled for: _____

Engineer report in office: _____

