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Harrison, NY 10528

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44-14 Newtown Road  
Queens, NY 11103

Re: Apt. 44-14 Newtown Road, Queens, NY 11103

Dear Shareholder:

Enclosed please find a copy of the corporation's Alteration Agreement. After you have reviewed the terms of the Agreement, please sign and return to me with the appropriate attachments and two checks. The check for **\$350.00** is made payable to **Stillman Management Realty Corp.** for the processing fee. The second check for **\$500.00**, is made out to **44-14 Newtown Road Apartment Corp.** This fee is described in Article III as a security deposit that is refundable after the project is completed and proof of no damage to the building is confirmed. I will then arrange for the Board of Directors to review your application and inform you of the outcome of their review. Also enclosed are two copies of a **Notice of Renovation**. Should your application be approved, please fill in the required information and post one copy on your apartment door and the give the other one to **Daren or Jennifer** for them to post in the elevator.

If your renovation plans include electrical work, please add the installation of a hard-wired smoke and carbon monoxide detectors to your plans. Please make certain that you attach certificates of insurance for liability, disability and Workers Compensation for all your contractors. The **liability insurance** certificates must name you, '44-14 Newtown Road Apartment Corp.' and 'Stillman Management Realty Corp.' as **additional insured**. The **disability and Workers Compensation** certificates must name you, '44-14 Newtown Road Apartment Corp.' and 'Stillman Management Realty Corp.' as **certificate holders**. We must also be provided with a copy of the endorsement evidencing our being named as additional insured.

Sincerely,

Hasan Mati  
As Agent for:  
**44-14 Newtown Road Apartment Corp.**

Date: \_\_\_\_\_

**Board of Directors**

44-14 Newtown Road Apt. Corp. Stillman  
Management Realty Corp.  
440 Mamaroneck Ave., S-512  
Harrison, NY 10528

Re: Apartment \_\_, 44-14 Newtown Road , New York, N.Y., 10075

**ALTERATION AGREEMENT**

Pursuant to the By-Laws of 44-14 Newtown Road Apartment Corp., I hereby request permission to install the equipment and make the alterations described in the annexed document (collectively, the "work") in the above apartment.

**If you are required or deem it appropriate to seek legal, engineering or architectural advice prior to granting permission, I agree to reimburse you, on demand, for the fees reasonably incurred by you.**

If permission is granted, the following will apply:

**I. Requirements to be satisfied before Commencement of Work.**

I agree, before any work is begun:

**1.1 I will provide you with at least two complete sets of demolition, architectural, mechanical, plumbing and electrical plans and specifications and a written statement detailing the specific work to be performed on the premises and indicating the manner, design and scope of the alteration, and a complete and conformed copy of every agreement made with contractors and suppliers.**

**1.2 I will procure from any contractor or contractors and deliver to you insurance policies or certificates demonstrating evidence of:**

**(a) Comprehensive personal liability and property damage insurance policies, each in the amount of \$2,000,000.00 naming you and your Managing Agent, as well as myself, as insured parties. Such policies shall provide that they may not be terminated unless at least ten (10) days prior written notice is given to you; and**

**(b) Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors and subcontractors.**

1.3 Before any work is begun I will submit plans and specifications for your approval. After you have approved the plans, I will file them with all proper municipal departments and

shall obtain all governmental approvals, permits and certificates that may be required and procure the approval of all governmental agencies having jurisdiction over the work and, not more than ten (10) days after receipt of such approval, deliver to you a copy of every permit or certificate issued. If there is any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt. I will not modify the plans and specifications approved by you without your written consent, and will deliver to you copies of the approved plans.

1.4 I will inform all other Shareholders, if any, who may be affected by the work, of the nature thereof and the extent to which they may reasonably be expected to be affected thereby.

## II. Conduct of Work

2.1 All work will be performed in a workmanlike manner using first-class materials and employing New York State licensed electricians, plumbers and other professionals. All permitted work shall be completed within thirty (30) days after the commencement of work, unless special written permission is granted for an extension by the Board of Directors.

2.2 **No work shall be done, except between the hours of 8:30 a.m. and 5 p.m. with noisy work limited to the hours of 10 – 4:30. No work shall be performed on Saturdays, Sundays and legal holidays. No work which might be disturbing to building occupants shall be done before 10 a.m.** All demolition work shall be commenced only after notice to the Managing Agent and completed within ten days thereafter, unless otherwise permitted by the Board.

2.3 a. All precautions will be taken to prevent dirt and dust from permeating other parts of the Building during the progress of the work. Materials and rubbish will be placed in barrels or bags before being taken out of the Apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the Building and removed from the premises at my expense. At the end of each and every workday, I will cause to have all areas affected by my work promptly and adequately cleaned. If this cleaning is not done to your satisfaction and you deem it appropriate to contract to have this cleaning done by others, I agree to reimburse you, on demand, for the fees reasonably incurred by you.

b. The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including (1) limiting access to the work area to only workers, (2) isolating the work area with polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the Shareholder's belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. The Task Force has indicated that certain removal practices are unsafe, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a *de minimis* surface area (*de minimis* means an area of less than one square foot per room). The Shareholder shall cause the Shareholder's contractors and/or workers to perform their work consistently with the recommendations of the Task Force and shall upon completion of the work perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.

c. No more than sixty (60) days prior to beginning renovation activities in the Apartment, the contractor shall provide the Shareholder with the Environmental Protection Agency (the "EPA") pamphlet entitled, Protecting Your Family from Lead in the Home, (the "Pamphlet"). If the Apartment is occupied by other than the Shareholder, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Shareholder's or the occupant's written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

d. Fumes from polyurethane & sanding of floors- If I plan to sand floors, I will note this intent on schedule of proposed work, and I will give at least 24 hours' notice to neighbors on either side of my apartment, and neighbors below my apartment.

If I plan to apply a floor coating or floor sealant like, but not limited to polyurethane, I will note this intent on schedule of proposed work, and I will direct my contractor to provide adequate ventilation conscientiously via use of temporary fans and leaving all windows open, both during application of coating, and while it is drying. I will also give at least 24 hours' notice of such work to neighbors on either side of my apartment, to all neighbors in the same line above my apartment, and to all neighbors in apartments flanking mine, on floors above mine

2.4 Shareholder to Comply with Laws, etc. Shareholder shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, multi-peril casualty or other insurance policies carried by Shareholder or for Shareholder's benefit. Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos and other hazardous material, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the abatement-work.

2.5 I will not affect, change or use the Building's heating system to facilitate the functioning of any heating or air conditioning units I may install.

Moving Radiators- If I plan to relocate or replace a radiator, or install a new radiator, I will note this intent on schedule of proposed work, I will direct my contractor to both ensure that all radiator valves are in good condition, and to ensure any newly situated radiator is installed with the correct pitch.

2.6 The alterations and materials used shall be of the quality and style in keeping with the general character of the Building, to be determined in the reasonable discretion of the Board.

2.7 I will bear the entire cost of the work and pay all valid bills incurred in connection therewith not later than thirty (30) days after completion of the work. I shall defend, indemnify you and hold you harmless against any claims (including reasonable attorneys' fees and expenses) relating to any mechanic's liens filed for work claimed to have been done or materials alleged to have been supplied. In addition to any other remedies the Corporation may have under the By-Laws or this Agreement, if a mechanic's lien is filed against the Apartment or the Building in connection with the work, or if you believe that you may incur any expenses due to a mechanic's lien, you shall have the right to require me to discharge such lien by bonding or otherwise within fifteen (15) days after notice from you, and if I fail to do so, you will have the right to cause such lien to be discharged for my account and at any expense, and the cost of

discharge shall be deemed additional rent under the Corporation's By-Laws and payable on demand.

2.8 At the completion of the work, I will deliver to you a certificate of the Board of Fire Underwriters, if required by law, or such other proof as you deem necessary to indicate all work has been done in accordance with all applicable laws, ordinances and government regulations.

2.9 (a) I acknowledge that you have the option to designate an architect or engineer ("Consultant") to review the plans and specifications for the work in regard to how the work may affect the common areas of the Building and the use, security, safety and enjoyment of the Building by other shareholders will be effected, and that the Consultant and other agents of the Board will have the right to subsequently observe the work to insure that all work conforms to the approved plans and specifications and is otherwise in conformity with the requirements of this Agreement. I agree to provide access to the Consultant as well as to you and your agents to observe the work from time to time and undertake to make all corrections specified as a result thereof. Such observation visits will be scheduled on reasonable notice, and in any case prior to inspections, testing of the work, and prior to the enclosure or obstruction of any concealed or inaccessible portions of the work.

(b) If any portion of the work should be covered or concealed contrary to the request of the Consultant or to requirements specifically expressed in this Agreement, then if required in writing by the Consultant, it must be uncovered for the Consultant's observation and shall be replaced at my expense.

2.10 My failure to comply with any of the provisions of this Agreement shall be deemed a breach of the provisions of the House Rules or By-Laws pursuant to which your consent has been granted, and, in addition to any other rights you may have, if I am in breach you may suspend all work after notice to me and prevent workmen from entering my Apartment for any purpose other than to remove their tools or equipment, or you may complete any portion of the work which you may deem appropriate to restore the integrity of the Apartment or the Building on my account and at my expense.

2.11 Notwithstanding anything else in the Agreement, I acknowledge that in an emergency, you will have the right to stop work and to enter the Apartment without notice in order to take such action as you may deem necessary to curtail the emergency.

### III. Security Deposit

3.1 Annexed hereto is my payment in the amount of **\$500.00** payable to **44-14 Newtown Road Apartment Corp.**, representing a deposit to be retained by the Cooperative Corporation until compliance with all terms of this agreement has been certified.

### IV. Indemnity; Risk of Damage; Assumption of My Obligation Under Agreement

4.1 **Work Done at Shareholder's Risk:** Any damage to the Apartment or other areas of the Building, including, but not limited to the common structure, infrastructure, mechanical systems equipment, elevators, doors and finishes of the Building, caused by or resulting from the Work, shall be covered by the insurance coverage required of Shareholder, or Shareholder's contractor(s) or subcontractor(s), as the case may be. However, the existence of such insurance shall not relieve Shareholder of Liability therefore. If the Managing Agent advises Shareholder of

any damage, which in the Managing Agent's opinion, was caused by the Work, Shareholder shall promptly submit such claim to Shareholder's insurance carrier and to Shareholder's contractor(s) or subcontractor(s) for submission to their insurance carrier, as appropriate. Shareholder agrees to use all reasonable efforts, and to cause the contractor(s) and subcontractor(s) likewise to use all reasonable efforts, to cause insurance carrier insuring Shareholder or Shareholder's contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible.

4.2 **Indemnification by Shareholder:** Shareholder hereby indemnifies and holds harmless the corporation, the Corporation's Designates Engineer and employees, the Managing Agent, and other shareholders and residents of the Building against any damages suffered to persons or property as a result of Work. Shareholder shall reimburse the Corporation, the Corporation's Designated Engineer, Managing Agent, and the other shareholders and residents of the Building for any losses, costs, fines, fees, and expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred as a results of the Work and/or the Shareholder's or any contractor's or consultant's failure to confirm with this Agreement or any law or ordinance and which may be incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the work or the abatement thereof.

## V. **General**

5.1 I acknowledge that by granting consent to the work, you do not profess any opinion as to the legality, design, feasibility or efficiency of the work.

5.2 This Agreement shall be deemed terminated if I fail to commence the work as per paragraph 2.1

5.3 I agree that all reasonable expenses incurred by the Corporation pursuant to this Agreement, including professional fees and disbursements, shall be deemed liens against my Apartment to the extent they remain unpaid after notice to me.

5.4 This Agreement may not be changed orally. This Agreement shall be binding on you, me and our personal representatives and authorized assigns.

5.5 I acknowledge that any mechanical, plumbing or electrical work which necessitates going through another apartment or the common area of the Building will not be done without the prior written consent of the effected Shareholder or the Cooperative Corporation.

5.6 I agree to provide advance notice and obtain written consent for any interruption of Building services.

5.7 I will supply the Board of Directors with a schedule of the proposed work.

A. Contractors will be responsible for manning front door if it is left open to bring materials in, or carry refuse out of the building.

B. Advance notice and prior permission is required from the Managing Agent/BOD re: specified days a shareholder's renovation will involve placement of a dumpster on the building's frontage.

C. Superintendent be given keys to an apartment for emergencies during any renovation project requiring an Alteration Agreement.

E. Dumbwaiter conversions in general; inclusion of a sheet that clearly outlines City fire-proofing code per DOB requirements, 5/8 type X sheetrock quality and 1 1/2 hour fire-rating, etc. Clamp sizes possibly mandated too.

F. Shareholder understands that clothes Washing Machines are not allowed at 44-14 Newtown Road

G. Shareholder understands that Garbage Disposals are not allowed at 44-14 Newtown Road .

H. If contractor traffic through the lobby is deemed by Board and/or Managing Agent to be subjecting the lobby to excessive wear & tear, the Board and/or Managing Agent reserve the right to mandate contractors on projects in apts. on floors 2-6 take building materials into the building via the service entrance and ditto for refuse being removed, in which case, a clause about manning the service entrance door would apply, instead of A. above.

I. Shareholder must provide a copy of homeowners insurance.

J. Shareholder that is redoing the entrance to their apartment, must replace the doorstep with white marble to keep uniformity throughout the building.

Annexed hereto is the `work' document which is made a part of this agreement.

Very truly yours,

\_\_\_\_\_

Permission Granted:

**44-14 Newtown Road Owners Corp.**

by:\_\_\_\_\_ Date:\_\_\_\_\_

**NOTICE OF RENOVATION**

Date: \_\_\_\_\_

Name:

Apt. #:

44-14 Newtown Road  
Queens, N.Y. 11103

Dear Neighbors:

Please be advised that I will begin doing renovations in my apartment commencing \_\_\_\_\_. The renovation work is scheduled to take approximately \_\_\_\_\_ days/weeks/months. During the renovation I and my contractors will take all necessary steps to not inconvenience the residents of the building. However, if it becomes necessary to interrupt any building services, I will inform Stillman Management. and get their consent. If consent is granted, I will post notices in the building, prior to the interruption, informing you as to what service will be interrupted and for approximately how long.

My contractors will only work Monday to Friday (excluding legal holidays), **between the hours of 8:30 am and 5:00 pm. No work which might be disturbing to building occupants will be done before 10 am and will conclude no later than 4:30pm.** At the end of each workday, I and my contractors will see to it that the public areas of the building are cleaned. If there is a breach of any of these guidelines please call Still Management. 914-813-1900, The Super, myself at \_\_\_\_\_ or my contractor \_\_\_\_\_ at \_\_\_\_\_.

I appreciate your anticipated understanding during my renovation.

Sincerely,



## NOTICE OF RENOVATION

Date: \_\_\_\_\_

Name:

Apt. #:

44-14 Newtown Road  
Queens , N.Y. 11103

Dear Neighbors:

Please be advised that I will begin doing renovations in my apartment commencing \_\_\_\_\_. The renovation work is scheduled to take approximately \_\_\_\_\_ days/weeks/months. During the renovation I and my contractors will take all necessary steps to not inconvenience the residents of the building. However, if it becomes necessary to interrupt any building services, I will inform Trion Real Estate Management. and get their consent. If consent is granted, I will post notices in the building, prior to the interruption, informing you as to what service will be interrupted and for approximately how long.

My contractors will only work Monday to Friday (excluding legal holidays), **between the hours of 8:30 am and 5:00 pm. No work which might be disturbing to building occupants will be done before 10 am and will conclude no later than 4:30pm.** At the end of each workday, I and my contractors will see to it that the public areas of the building are cleaned. If there is a breach of any of these guidelines please call Stillman Management. 914-813-1900, The Super, myself at \_\_\_\_ or my contractor \_\_\_\_\_ at \_\_\_\_\_.

I appreciate your anticipated understanding during my renovation.

Sincerely,

**NOTICE OF SANDING & POLYURETHANE**

Dear Neighbor:

I wanted to give you a heads-up that on \_\_\_\_\_date my contractor will be:  
\_\_\_ sanding the floors of my apartment  
\_\_\_ polyurethaning floors in my apt., and has been directed to conscientiously allow for  
maximum ventilation.

Sincerely,

\_\_\_\_\_, Apt. \_\_\_\_  
(Tel. \_\_\_\_\_)



## **Addendum A to Alteration Application Dated \_\_\_\_\_**

### **44-14 Newtown Road Apartment Corp. Kitchen / Bathroom Alteration Rider**

When a shareholder is remodeling a bathroom or a kitchen and removing the existing wall material (sheetrock, plaster, cement board, wood/metal lathe), the shareholder must replace all branch plumbing lines that are made of galvanized metal with copper.

- If the existing hot and cold supply lines are made with thick-wall brass, and are in good condition, they can remain.
- If any galvanized metal is part of the brass lines, those galvanized parts must be replaced with a like kind of metal.
- All original hot and cold shut-off valves must be replaced.
- Speedy valves must be installed for all fixtures.
- Original toilet lead-bends must always be replaced.

The work outlined above must be performed by a licensed Plumbing Contractor and evidence of such licenses must be submitted with this agreement. If a review is required by the Owners Corp./ Managing Agent due to the nature or scope of the alteration, prior to closing the walls the plumbing work must be inspected and approved by the building architect / engineer.

In the event that plans for shareholders' renovations would expose sub-floor bathtub waste-lines, or expose in-wall risers, the Owners Corp. must be afforded the opportunity to inspect waste-lines or portions of risers while they are exposed, and replace same, at its discretion.



The undersigned hereby acknowledges the requirements outlined above and agrees to install new branch plumbing lines & valves as required.

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Date