

ALTERATION AGREEMENT

Fairview Owners' Corporation

61-20 Grand Central Parkway

Forest Hills, NY 11375

This Agreement, made today between Fairview Owners' Corp. ("the Corporation") and you the Shareholder agrees to the following terms and conditions.

WITNESSETH:

WHEREAS, Shareholder hereby requests permission to make/install the equipment and/or make the alteration in their apartment as described in the accompanying plans and specifications and including all reconstruction, installation and rubbish and rubble removal ("the Work");

WHEREAS, Shareholder wishes to obtain the Corporation's consent to perform the Work as required under Alterations paragraph 21a and 21b of the Proprietary Lease ("the Lease") between Shareholder and the Corporation;

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Corporation's Consent

A. Compliance with Lease Terms and Corporation Policy. At all times, Shareholder shall comply with the terms of the Lease and the obligations and policies of the Corporation, including requesting prior approval of alterations made to the apartment.

B. Shareholder's Submissions Prior to Consent:

Plans: Prior to the Corporation's Consent, Shareholder shall provide the Corporation, together with this Agreement, with an overall project summary identifying the proposed Scope of Work, including a room-by-room list of all alterations to be undertaken, signed by Shareholder and Contractor, which shall not be modified after they are approved by the Corporation.

Security Deposit: Upon submission of the Agreement, Shareholder shall submit to the Corporation a check in the amount of \$1,000.00 payable to Fairview Owners' Corp. as security for the faithful performance and observation by the Shareholder of the terms and condition of this Agreement (the "Security Deposit"). Shareholder's liability hereunder shall not, however, be limited to the amount of the Security Deposit. If at any time the Shareholder fails to comply with this Agreement as determined by the Managing Agent of the Corporation in its sole and absolute discretion, the Corporation can order the Shareholder to halt the Work and charge the Shareholder for the full amount of damage and or a fine.

Project Schedule: Prior to consent by the Corporation, Shareholder shall submit to the Corporation a proposed schedule, its duration and completion dates.

Names, Address, Phone Numbers, Certificates, Licenses (NY) and Insurance Policy of the Proposed Contractors: Management/Corporation shall have the right to approve Contractors to be used in the performance of the Work. Shareholder shall replace any Contractor to whom the Corporation has objection whether said objection is lodged before or after the commencement of the Work.

Copies of special permits if required by laws and government regulations: Prior written approval shall be obtained by Shareholder and the Contractors and copies shall be submitted with this Agreement and insurance certificate prior to the start of the Work.

- C. Corporation's Review of Work as Proposed: The Corporation shall either approve or deny Shareholder's request to perform the Work, and may approve or require the proposed project schedule to be modified, including the duration of the Work.
- D. Indemnification by the Shareholder: Shareholder hereby indemnifies and holds harmless the Corporation, the Board of Directors, the Corporation's Designated Engineer or Architect, employees, agents including without limitation the Managing Agent, and other shareholders and residents of the Buildings against any damages suffered to persons or property, whether or not caused by negligence, as a result of the Work. The Shareholder shall reimburse the Corporation all legal fees incurred by the Corporation in defense of any suit, action, claim or violation in connection with the Work and/or this Agreement and its enforcement.
- E. All Costs Associated with Work Done at Shareholder's Expense: Shareholder accepts sole responsibility for the Work and for all costs in connection with the Work. If the Corporation obtains legal, engineering or architectural advice relating to the Work, prior to or after granting permission for the Work, Shareholder agrees to reimburse the Corporation on demand for any fees incurred.
- F. Shareholder's Responsibility for Consequences of Work: Shareholder and any successors-in-interest assume(s) all risks of damage to the Building and its mechanical or electrical systems, and to persons and property in the Building which may result from, or be attributable to, the performance or existence of the Work. If the operation of the Building, or any of its equipment, is adversely affected by the Work, Shareholder, when so advised, shall promptly remove or correct the cause of the problem at the sole expense of the Shareholder. The existence of insurance shall not relieve the Shareholder of liability. Shareholder shall be responsible for all damages whether or not such damage is covered by insurance.
- G. Fees / Fines: Shareholder understands and agrees that all fines, fees and additional costs owed by the Shareholder as a result of the Work will be charged as a separate line item on their monthly maintenance bill. Shareholder agrees and acknowledges fines, fees and additional costs charged by the Corporation, if not specifically authorized under the Lease, as hereby authorized by this Agreement.
- H. Notice of the Actual Commencement of Work: Prior to commencing the Work, Shareholder shall give at least five (5) days' written notice to the Corporation and the Managing Agent of the date the Work shall commence.

II. Performance of the Work

- A. 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, plumbing, electrical equipment, elevators, doors and finishes of the building, caused by or resulting from the Work, shall be the sole responsibility of the Shareholder.
- B. Shareholder to Comply with Laws, etc.: Shareholder shall not do or permit any act or thing to be done in violation of any laws, rules and regulations, whether promulgated by a governmental agency and/or the Corporation.

- C. Shareholder's Contractor to Cooperate with Corporation and Building Labor: All of Shareholder's Contractors and Sub-contractors shall cooperate and work in harmony with Staff or laborers employed in the Building.
- D. Deliveries: **All deliveries pertaining to the Work shall be made through the basement entrance(s). No deliveries shall be made before 9:00 am or after 4:00 pm, Monday through Friday. No deliveries shall be made on Saturdays, Sundays or Holidays.** Shareholder agrees to notify the management office as soon as possible of the date, day and time period when a delivery is expected. **Deliveries shall only be made using the elevator designated by the Management Office**, who will decide if padding in the elevator is needed. A fine of \$1,000.00 will be imposed for the first breach of any provision in this paragraph D and will be doubled for each successive breach. All fines are in addition to the Shareholder's security deposit.
- E. Use of Public and Common Areas During Work: Shareholder and Contractor/Sub-contractor are not allowed to use the lobby, halls, sidewalks, courtyards, basements or other public and common areas to work, or for the storage of building materials, tools or debris. A fine of \$1,000.00 will be imposed for the first breach of any provision in this paragraph E and will be doubled for each successive breach. If the Contractor/Sub-contractor damages the lobby, stairs, elevators or other common areas, the Shareholder shall promptly pay for any repair required. If damage is done to a common area, the Corporation reserves the right to use a contractor of its choice for the repair and the Shareholder shall be responsible to reimburse the Corporation for same, including all related costs.
- F. Work Hours and Noise: **The Work shall be performed only between the hours of 9:00 am and 4:00 pm Monday through Friday. Any work involving plumbing, electricity, gas lines, sheet rocking or use of heavy machinery may not be performed before 9:00am or after 4:00pm. Work shall not be performed on Weekends or Holidays.** The Corporation shall be the sole arbiter should there be any doubt as to unusual noise levels, which may be disturbing, and which days are considered Holidays. A fine of \$1,000.00 for the breach of any provision in this paragraph F will be assessed and will be doubled for each successive breach. All utility shut downs must be approved by and scheduled in advance through the Property Manager.
- G. Supervision of Work by the Contractor: Shareholder shall require the Contractor to have one (1) designated foreman who can communicate fluently with the Superintendent or Managing Agent of the Building and can discuss any work problem. The designated foreman must be present in the Apartment at all times during performance of the Work.
- H. Shareholder to Control Refuse, Dirt, Lead-Based Paints, etc.:
- i. **The Shareholder shall prevent dirt, dust and debris from permeating into the halls, elevators, stairwells and other parts of the Building during the progress of the project by installing a protective plastic barrier on the unit entrance door. The project's Alteration Information Sheet (included with this package) must be posted on the Apartment's entrance door until completion of the project. Failure to take these actions will result in a fine of \$1,000.00 in addition to the Security Deposit.** Materials and rubbish must be placed in barrels or bags; rubble, discarded equipment, empty packing cartons and other materials must be taken out of the Building and removed and disposed of in accordance with governmental rules and regulations at the Shareholder's expense. The Shareholder indemnifies and holds the Corporation harmless related to the same. Accumulation of rubbish and debris in the halls, garbage room or basement is not permitted at any time. Shareholder recognizes that only the elevator so designated by the Superintendent of the Building may be used for removal and only at such times allowed.
 - ii. **No refuse of any kind is to be discarded in the basement, courtyard or on the sidewalk in front of the Building.**
- I. Completion Date and Damages for Delay: Shareholder shall use Shareholder's best efforts to ensure the Work is completed expeditiously. If the Work shall not have been completed by the Completion Date, the Shareholder shall pay the sum of \$100.00 per day for each additional day the Work remains incomplete,

and these amounts are acknowledged liquidated damages and not a penalty, to compensate the Corporation and the Corporation's Shareholders for the costs and inconvenience of the continuation of the Work.

II. Post Construction:

- A. Full examination of Work by the Corporation: The entire Work will be examined by the Building's designated Management Agent or Engineer to determine if it is in compliance with the Agreement and within the approved Scope of Work. If so, the \$1,000.00 Security Deposit will be refunded to the Shareholder, upon written request. If not, the Security Deposit shall not be returned, and the Shareholder shall be provided with a list of any items not in compliance. Any and all appropriate fines inclusive of those in paragraph II (I) shall be levied until such time as the Work is brought into full compliance with the Agreement. The Security Deposit shall be applied to any such fines and the Shareholder agrees to pay all fines not already paid and not covered by the Security Deposit.
- B. All fees, fines and penalties, and any other expenses levied against Shareholder or their Contractor for failing to comply with the Building's rules or requirements of this Agreement shall be charged to the Shareholder's monthly maintenance bill and will be due with the next month's maintenance as additional rent, as said term is defined in the Lease.

No modifications or amendment to the Alteration Agreement shall be binding or effective unless made in writing with a signed approval by Management. If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected thereby.

<u>TO BE COMPLETED BY THE SHAREHOLDER</u>

Dear Shareholder(s),

You are required to notify Management in advance about all plans for construction, renovation or alteration work to be done in your Apartment. Management will review your plans and either approve them, ask you to submit an Alteration Agreement and additional documents, ask for additional information, or deny approval.

Please note that no Work is permitted until your Plans have been approved, in writing, by Management.

Note that the following work is prohibited, and will not be approved:

1. Alteration to the Building's heating and ventilation system, including connecting range hoods to vents or window venting of any kind.
2. Work that will interfere with or damage the Building's intercom, gas, electric or plumbing services.
3. Total or partial removal or alteration of load bearing or exterior walls, windows, concrete columns, or ceilings.
4. Construction of partitions to create sleeping alcoves, or to otherwise increase the number of rooms/bedrooms, or otherwise alter the floor plan.
5. Shortening or otherwise changing the size and shape of the apartment entrance door.

**I understand that all work must be performed between 9:00 am and 4:00 pm Monday through Friday.
No work is allowed on the Weekend or Holidays.**

The Work is requested between the following dates: _____

Scope of Work Description: I plan to do the following work in my apartment:

ANY DEVIATION FROM WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID, IN ITS ENTIRETY, THE PERMISSION GRANTED HEREIN.

_____ Building Address / Unit	_____ Date
_____ Email Address	_____ Phone Number
_____ Signature [Shareholder]	_____ Print Name [Shareholder]
_____ Signature [Shareholder 2]	_____ Print Name [Shareholder 2]

******* OFFICE ONLY *******

PLANS: SUBMITTED & REVIEWED: PLANS NOT NEEDED:

PERMISSION GRANTED:

APPLICATION DENIED:

Comments:

_____ Signature [as agent for Fairview Owners' Corp.]	_____ Date
_____ Print Name & Title	

Plastic Zippered Dust Shield Must Be Installed on Apartment Entrance Door

NOTICE

Apartment Alteration

(To remain posted on apartment entrance door from the start of the project until the end of the project)

Contractor work hours are from:

- **9:00am to 4:00pm Monday through Friday**

No work is allowed on the Weekend or Holidays.

Building Address: _____

Apartment Number: _____

Project Start Date: _____

Project End Date: _____

Contractor Name: _____

Contractor License #: _____

Address: _____

Phone: _____ Email: _____

**Please call the Management Office at
718-271-1378 to report any issues or
complaints with this alteration/construction
project.**

ALTERATION AGREEMENT CHECKLIST

Fairview Owners Corp
61-20 Grand Central Parkway (Basement Office)
Forest Hills, NY 11375

INCOMPLETE ALTERATION PACKAGES WILL BE REJECTED

In order to save time and obtain an expeditious response, please read the checklist and verify that you have all the proper documentation before submitting the application.

- Properly Completed Alteration Agreement.
- Detailed description of project including drawings/plans of work to be performed. Alterations cannot be changed without prior, written approval by Management.
- Copy of Contractor’s Insurance, Worker’s Comp, Lead Certificate, Contractor Licenses, Contract Between Contractor and Shareholder including start and completion dates.
- Photographs of project alterations. **(Beginning, during & at completion of project)**
- All Required DOB Permits (Alt 1, Alt 2 or LAA), Indemnification Agreement, Delivered & Posted Tenant Protection Plan Notice and Safe Construction Bill of Rights, Signed & Notarized House Rules
- \$1,000.00 Security Deposit check payable to Fairview Owners Corp.
- \$150.00 Water Shut-off fee payable to Fairview Owners Corp.
- \$350.00 Processing fee payable to Fairview Owners Corp.

Completed Application Submitted:

I _____ am a Shareholder of Fairview Owners Corp. located
at _____ [Address & Apt #] I understand all requirements
and accept the conditions involved in the Unit Alteration Process.

_____ Signature [Shareholder]	_____ Print Name [Shareholder]
_____ Signature [Shareholder 2]	_____ Print Name [Shareholder 2]
_____ Management Signature	_____ Date[received by Management]

**CERTIFICATE OF INSURANCE
REQUIREMENTS**

CERTIFICATE HOLDER: Fairview Owners Corporation
61-20 Grand Central Parkway
(Basement Management Office)
Forest Hills, NY 11375

Please include Shareholder’s name, address, apartment number and phone number in the Description of Operations on the certificate.

Listed as Additionally Insured:

- Metro Management Development
- Fairview Owners Corporation and its Board of Directors
- Name and Unit Number of Shareholder

Please include Workers' Compensation Insurance Information.

Email the Certificate of Insurance to the Onsite Property Manager: Patricia Fuentes

Email address: pfuentes@metromanagementdev.com

Office Phone: 718- 271-1378