



Deepdale Gardens Corporations

60-33 Marathon Parkway
Little Neck, New York 11362
(718) 428-6011
Fax (718) 428-8110

TO: ALL SHAREHOLDERS

FROM: THE MANAGEMENT OFFICE

SUBJECT: ALTERATION AGREEMENT AND APPLIANCE REPORTING

The attached alteration agreement must be **COMPLETED**, and given to the Management Office, for approval by the Operations Manager. **No work can be started** until the agreement is approved, signed and a copy returned to the shareholder.

Please follow all instructions and make sure that you call Maintenance at 718-631-8550 for a Rough-in Inspection, when your contractor does the plumbing and electrical work and before the walls are closed. If the Rough-in Inspection is not done, the walls will have to be reopened for the inspection.

The last page of the agreement is the Shareholder's New Appliance Installation Form. **Please remove this page and hold on to it, until your appliances are installed and inspected by the Maintenance Department. Then complete the form and return it to the Management Office. DO NOT** give this form to anyone but the **Management Office Staff**, to ensure that the appliance charges are added to your maintenance bill. It is the shareholder's responsibility to return the form for signature and processing.

It is also the shareholder's responsibility to confirm on their maintenance statement that they are being charged for the appliances installed in the apartment. If you do not pay the required fees for the appliances, **FINES AND BACK CHARGES WILL BE INCURED.**

DEEPDALE GARDENS ALTERATION AGREEMENT

Shareholder Name (s): _____

Address: _____

Shareholder Account Number: _____ Upper: _____ Lower: _____

Room (s) to be renovated: _____

Commencement Date of Renovation: _____

Contractor's Name: _____

Address: _____

Phone: _____ Emergency Phone: _____

Contractor's License#: _____

Lead Paint Certification: _____

Plumber's Name & License#: _____

Electrician's Name & License#: _____

- *Shareholder must sign Page 5, Paragraph 20
- *Shareholder must initial Page 2, Paragraph 3
- *Shareholder must initial Page 4, Paragraph 15

BX electrical cable, also known as armored cable, is the only approved cable permitted for use in Deepdale apartment renovations.
Contractor must sign and notarize Page 8

**FLOOR PLANS MUST BE PROVIDED AND ATTACHED
LICENSES MUST BE PROVIDED AND ATTACHED
INSURANCE CERTIFICATE MUST BE PROVIDED prior to approval**

Maintenance Department Approval: _____
Signature

Copy sent to the Management Office by: _____ Date: _____

Maintenance Department Rough-in Inspection: (See page 2)
Approved _____ Date: _____
Signature

Maintenance Department Approved: _____ Final Inspection Date: _____
Signature

DEEPDALE GARDENS CORPORATION

ALTERATION AGREEMENT

The parties agree as follows:

INSURANCE

1. Prior to the commencement of any work, Shareholder will procure from Shareholder's contractor or contractors and deliver to the Management office, the insurance policies described on Exhibit "A" attached hereto, (which policies shall name the Corporation the Corporation's officers, directors, shareholders, architect or engineer, and Shareholder, as parties insured.) Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the Corporation. All such policies or certificates evidencing the issuance of the same shall be a) with companies that are reasonably acceptable to the Corporation, and b) delivered to the Corporation before the Work commences.

PERMITS

2. All work shall be done in accordance with the New York City Building Code, by licensed contractors, and by skilled mechanics and licensed mechanics in those trades requiring licensing, and jurisdiction, including the Board of Fire Underwriters. All required permits should be secured by the Shareholder at his/her sole expense before any work is commenced, and Shareholder shall give copies to the Management Office upon receipt of same.

*INSPECTIONS

3. All work will be inspected as work progresses and at completion by superintendent, Maintenance Department/ Operation Manager or any designated representative of the Corporation*.

A. Demolition - We reserve the right to inspect when walls have been demolished and existing interior piping and wiring are visible, and before piping and wiring has been disturbed.

- *B Piping/Electrical Wiring – A Rough-In inspection is required after new and relocated piping and electrical wiring have been installed and before the walls have been closed. BX electrical cable, also known as armored cable, is the only approved cable permitted for use in Deepdale apartment renovations.

In order to facilitate the "Rough-In" inspection and to ease the scheduling burden for the shareholder, it is recommended that the shareholder make an appointment with the maintenance office for this inspection, affording as much lead time as possible, but no later than 48 hours

prior to the anticipated closing time of the wall.

If inspection approval is not given, the work will remain halted until proper correction is made and approved. Given reasonable notice, inspections will be made promptly so as not to delay any work and approval will not be unreasonably withheld.

**** Note:** If the shareholder fails to notify the Maintenance Department and inspection does not occur prior to closing the walls, the shareholder will be obligated to open a portion of the wall to enable inspection of new wiring and plumbing at the shareholder's expense.

Shareholder Initials: _____

PROFESSIONAL ADVICE AND SERVICES

4. If in the opinion of the Board of Directors it is necessary to seek professional architectural or engineering advice prior to approving this request or during the progress of any work, or if legal advice or services should be required, Shareholder agrees to pay reasonable fees for any such services.

HOLD HARMLESS

5. Shareholder hereby agrees to indemnify and hold harmless the Corporation, its employees, and the other Shareholders and residents against: (a) claims for damages to persons or property suffered as a result of any work herein proposed, whether or not caused by negligence, (b) expenses, including without limitation, attorney's fees and disbursements incurred by the Corporation, the managing agent, other Shareholders or residents, in connection therewith. If requested, Shareholder will procure a bond from an insurance company acceptable to the Corporation, insuring performance under this paragraph.

WORK HOURS AND NOISE, ODORS

6. The work shall be performed, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday and between the hours of 10:00 a.m. and 3:00 p.m. Saturdays. No work is permitted on Sunday. The Corporation shall be the sole arbiter should there be any doubt as to noise levels, which may be disturbing. In addition, the apartment will be properly ventilated by the shareholder and/or the contractor during the renovation process and they will do all that is necessary and properly to prevent noxious odors.

USE OF PUBLIC AND COMMON AREAS DURING WORK

7. Shareholder and/or contractor will not allow the sidewalks, courtyards, hallways and other public areas to be used for the storage of building materials or debris.

SHAREHOLDER TO MAINTAIN CERTAIN SAFETY PRECAUTIONS

8. Shareholder agrees that the contractor have, at all times, functioning fire extinguishers and smoke alarms that will be maintained in the Apartment during the work.

WORKER SUPERVISION AND IDENTIFICATION

9. All workmen shall be supervised on site by a foreman capable of communicating with the Building Superintendent or Managing Agent in English. All workmen shall provide the Maintenance office with a list of the names and other identification material, if requested. All workmen must sign in and out and indicate how long they will work.

RUBBISH AND PROTECTION

10. Shareholder agrees to keep the premises free from accumulation of waste material, rubbish or debris as a result of any Work. At the completion of each work day and at the completion of any Work, Shareholder and/or contractor agrees to remove all rubbish and debris from and about his premises, including all tools and surplus material, and shall leave the premises "broom clean," or its equivalent. All rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the Apartment and removed from Corporate Property by Dumpster or other proper means.

RESTORATION OF PREMISES

11. Shareholder and/or contractor specifically agrees that in the event he seeks to transfer the corporate share allocated to the apartment and the Occupancy Lease appurtenant thereto, he shall if requested by the Corporation, either restore the premises and equipment to their condition prior hereto, or provide the Corporation with an agreement by the transferee to accept and maintain the Work. Such restoration or agreement with the transferee shall be a condition precedent to transfer of the share and lease as in the proprietary lease.

LABOR RELATIONS

12. Shareholder assumes and accepts full responsibility for harmonious labor relations to the extent that any work might affect them, and will immediately take whatever steps may be necessary to rectify any labor problem which might arise from the conduct of any work.

LIENS AND NOTICES

13. Shareholder will pay all bills for all such work hereunder in a complete and timely manner as agreed upon with his contractors and suppliers. In the event any mechanics liens, claims or notices of any kind are filed, which become a lien against the Corporation, Shareholder agrees to cause such filing to be discharged or satisfied, by bonding or otherwise within ten (10) days after he has been notified that a filing has been recorded.

OPINION

14. The granting by the Corporation of permission for any work does not express or imply any opinion whatever as to its design, feasibility or efficiency.

DAMAGE

15. Shareholder assumes responsibility for any and all damage which may occur to any other apartment and to common areas as a result of any work. Shareholder assumes all risk of loss for the work being done under this agreement.

Shareholder Initials: _____

NON-COMPLIANCE

16. Failure on the part of the Shareholder to comply with any provision of this Agreement shall be deemed to be a breach of Shareholder's Lease. In addition to all other rights and remedies available to the Corporation, the Corporation may suspend all work and prevent materials, equipment and workmen from entering Shareholder apartment except for the purpose of removing the tools of their trade.

HAZARDOUS MATERIALS

17. Shareholder and contractor shall comply with all federal, state and local laws, rules, regulations pertaining to asbestos, lead paint 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. In addition, Shareholder agrees to indemnify the Corporation for any and all loss, costs, expenses (including without limitation reasonable attorney's fees and disbursements), damages, liabilities or fines: (i) arising from failure by Shareholder or any consultant or contractor retained by Shareholder to fully conform to all of the foregoing, or (ii) incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the abatement-work.

PLANS and DRAWINGS

18. Detailed plans, specifications and drawings of the work, shall be submitted with this Agreement, including a room-by-room list of all alterations to be undertaken, and if required by the Corporation, detailed plans and specifications (the "Plans") prepared by a licensed architect or engineer, which shall not be modified by the Shareholder after they are approved by the Corporation.

NOTICE OF COMMENCEMENT and COMPLETION

19. Prior to commencing the work, Shareholder shall give at least (5) day's written notice to the Management Office in writing of the date the work shall be commenced. The work must be completed within 45 days from its commencement. If the work is not commenced within 30 days after receipt of a fully executed copy of this Agreement by the Management Office, this Agreement shall be null and void. In addition, notice shall be sent in writing once the work is completed so a final inspection may be set up by the Corporation.

BINDING EFFECT

20. This agreement may not be changed orally and shall be binding upon Shareholder's personal representatives and authorized assigns.

This consent shall become binding upon Shareholder's receipt of a fully executed copy of this agreement

Dated: _____

DEEPDALE GARDENS CORPORATION

By: _____
Corporation

Shareholder Signature

Shareholder Signature

EXHIBIT "A" INSURANCE

Lessee must provide insurance of the types and in not less than the amounts set forth below with a company or companies satisfactory to the Lessor and licensed to do business in the State of New York. All such policies shall name the Lessor, the Lessee and the additional names insured must be stated on certification before work can be commenced. No diminution of the limits of insurance will be permitted. Such insurance shall include: * WORKER'S COMPENSATION as required by all applicable Federal, State or other laws, including Employers Liability in accordance with the statutory requirements of the State of New York together with Disability Benefits Insurance required by the State of New York. * COMPREHENSIVE GENERAL LIABILITY including Contractor's Liability and Blanket Contractual Liability (oral or written),

all on an occurrence basis with Personal Injury coverage, which shall include mental anguish as well as standard conditions, and Broad 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 Paragraph 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (section 11 paragraph B (1) is to be deleted. The completed operations coverage and contractual indemnity coverage are to extend for 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 clause without the Lessor's consent. Limits shall be as follows: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)\$1,000,000 COMPREHENSIVE AUTOMOBILE LIABILITY, including non-ownership and hired car coverage as well as owned vehicles. \$1,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED higher limits may be set by the Lessor at its sole discretion. If umbrellas are written in more than one company, any layers above the first one shall follow the form of the Primary Umbrella. Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Lessor showing that such insurance is in full force and that the premiums due hereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without thirty-day (30) written prior notice thereof to the Lessor. The Contractor shall promptly furnish the Lessor 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 Lessor shall have the right at its option at any time (a) 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, and/or (b) to take out and maintain the said insurance for and in the Lessor's name, the Lessee's name and the name of the Contractor. The Lessee agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Lessor to take out and maintain such insurance for the Lessor's account, the Lessee's account and the account of the Contractor. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Lessee or the Contractor from any liability assumed under any provisions of this Contract. The Contractor's insurance policy shall also contain in substance the following endorsement:" This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for the loss occurring to the property described herein." Nothing in this paragraph shall constitute a waiver of or limitation of any other rights or remedies the Lessor may have for consequential damages or otherwise. The Lessee agrees not to make any claim against or seek to recover from the Lessor, other lessees or the Lessor's or other lessee's employees, agents or guests for any damage to persons or property by the perils within the scope of the insurance policies required herein unless the loss is due to the carelessness or negligence of such named parties.

EXHIBIT "B" FILINGS AND PERMITS

When work is performed as an "upgrade" of an existing Bathroom or Kitchen, the hired General Contractor must have his Licensed Plumber file a copy with NYC.

It shall become the Shareholder's responsibility to alert their selected General Contractor that all proofs of said filings have occurred and said proof be submitted to the Management Office for placement in their individual records for future sale. This proof shall also include an "Underwriters Certificate" attesting to the fact that all work was performed in strict accordance with all Electrical Codes of the City of New York.

Notary: _____ Contractor's Signature: _____

Date: _____

NO WORK TO BE COMMENCED UNTIL PERMISSION HAS BEEN GRANTED BY DEEPPDALE GARDENS. PREMATURE COMMENCEMENT OF WORK SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE PROPRIETARY LEASE AND COULD LEAD TO MONATARY FINES AND/OR LEGAL ACTION.

KNOW ALL MEN BY THESE PRESENT that the undersigned of who is about to furnish labor and materials in or about apartment number _____, Little Neck, N.Y. 11362, which property owned by DEEPPDALE GARDENS _____ CORPORATION and occupied as above, does hereby covenant and agree not to file any mechanic's liens or other liens or to make any claims against the premises or any part thereof or against any building or buildings or other improvements made therein with respect to any work that the undersigned may at any time or from time to time do under any contract between the undersigned and DEEPPDALE GARDENS CORPORATIONS and/or _____ and for any labor and material furnished thereunder or for any alteration, change or modification of whatsoever nature, labor and materials furnished therein, it being intended that this instrument shall constitute a waiver of right to file a lien under Section III under the Lien Law of the State of New York.

BY: _____

STATE OF NEW YORK

COUNTY

On the _____ day of _____ 19 _____, before me personally came _____, to me known who, being duly sworn, did depose and say that he resides at _____ that he is the _____ of _____ the corporation described in and which executed the foregoing instrument that he knows the seal of said corporation; that the seal affixed to said instrument is said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC

SHAREHOLDER NEW APPLIANCE INSTALLATION

DATE _____

Shareholder Name: _____ Shareholder # _____

ADDRESS: _____ Up _____ Down _____

Home Phone _____ Business Phone _____

Check off NEW appliances installed and provide receipts of Purchase & Installation

Note: All appliances must be installed according to the manufactures specifications

Dishwasher _____ installation date _____

Washing Machine (1 unit) _____ installation date _____

Electric Dryer (1 unit) _____ installation date _____

Gas Dryer (1 unit) _____ installation date _____

Washer/Dryer Combo(1 unit) _____ installation date _____

Washer/Dryer Combo(2 units) _____ installation date _____

Jet Tubs: _____ installation date _____

Livingroom A/C _____ installation date _____

Bedroom A/C _____ installation date _____

Bedroom A/C _____ installation date _____

Bedroom A/C _____ installation date _____

Dinning room A/C _____ installation date _____

A/C's are pro rated. Any installation prior to August 31st is back charged from January 1st.

Shareholders must return this form to the Management Office and call Maintenance at 718-631-8550 to setup an appointment for an appliance inspection. Failure to report any appliance will result in fines and back charges.

Shareholder Signature _____ **Date** _____

Management Office Signature _____ **Date:** _____

RETURN TO THE MANAGEMENT OFFICE ONLY