



# Garthchester Realty

www.GarthchesterRealty.com

209 Garth Road  
Scarsdale New York 10583  
(914) 725-3600 F:(914) 725-6453

98-20 Metropolitan Ave. Suite 1  
Forest Hills, New York 11375  
(718) 544-0800 F:(718) 520-7673

## 666 APARTMENT CORPORATION

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### Alteration Policy

**To:** Shareholders

**From:** Garthchester Realty

In addition to the executed Alteration Agreement, each owner will need to supply the following prior to receiving approval of their alteration:

1. The Hold Harmless to be signed by the contractor
2. The Certificate of Insurance from the contractor (plumber and electrician if applicable) which must show:
  - 666 Apartment Corp C/O Garthchester Realty AND
  - Garthchester Realty AND
  - yourself as additional insured
3. A copy of the contractor's license(s) as well as plumber and electrician if applicable.
4. A detailed description of the work to be done along with any drawings or contracts.
5. A processing fee of \$300.00 must be sent to Garthchester Realty prior to any work executed. \$100 will be returned upon completion of the project and the closing of permit(s).

Failure to comply with these rules may result in a fine of five hundred dollars (\$500.00) which will be in addition to any other remedy the Board may seek against the shareholder, including commencement of eviction proceedings.

**If you have any questions, please contact Rose Marie Sotero, at 914-725-3600 ext. 115 or via email at [rosemarie@garthchesterrealty.com](mailto:rosemarie@garthchesterrealty.com)**

**Minor Alterations which do not require Approval by the Building's Architects and Engineers or Approval by the Board of Directors.**

Due to the noise that is generated by the following we suggest that you contact your neighbors, the building superintendent and management as a courtesy.

1. Painting, wallpapering and similar decorative work.
2. Installing carpeting or similar floor covering
3. Sanding and staining existing wood flooring.





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4. Replacing existing appliances with new models
5. Installation of built-ins (unless they involve electrical and/or plumbing)

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## Windows/Sliding Glass Door Replacement

ALL proposed window/sliding glass door replacement projects must be evaluated by Management and approved by the Board. The Board may authorize reimbursement of the cost of the replacements **ONLY IF** this evaluation has occurred and necessity of replacement determined.

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## PROHIBITIONS

### Alterations and Practices

1. The use of jackhammer and other pneumatic tools
2. Channeling into the exterior or supporting walls (for water, cable or electric lines, etc.)
3. The removal or modification of walls which support the building.
4. Transporting furniture or any materials on top of elevator cabs.
5. Hoisting any furniture or materials through windows.





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## 666 APARTMENT CORPORATION

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### Hold Harmless Agreement

Name of Contractor:

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Name of Shareholder:

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**HOLD HARMLESS:** The Contractor shall save and hold 666 Apartment Corp., Garthchester Realty and the Shareholder harmless against all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, which arises out of or are connected with, or are claimed to arise out of or are connected with any accident or occurrence which happens, or is alleged to have happened, in or about the place where the contractor is performing work or in the vicinity thereof, including without limiting the generality of the foregoing, all liability, damages, loss, claims, attorney fees, demands and actions on account of personal injury, death or property loss to 666 Apartment. Corp., and the Shareholder, their employees, agents, subcontractors or frequenters or to any other person.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print Name





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## Alteration Agreement

**ALTERATION AGREEMENT** made this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ by and between **666 APARTMENTT CORP.**, having its principal place of business at 666 Pelham Rd., New Rochelle, NY 10805.

(The "Corporation") and \_\_\_\_\_residing at 666 Pelham Rd., Apartment. #

\_\_\_\_\_  
(The "Shareholder").

### WITNESSETH

**WHEREAS**, the shareholder has submitted to the Corporation for its approval certain plans and specifications, a copy of which is annexed hereto (the "Plans") for certain alterations (The "Alterations") to Apartment \_(the "Apartment) in the premises known as **666 Apartment Corp.** (the "Building"): and

**WHEREAS**, the Shareholder has requested that the Corporation give its written consent so that the shareholder can perform and complete the Alterations;

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. The Corporation hereby consents to the making and completion of the Alterations, as described in the Plans, upon the terms and conditions herein contained.





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## 2. Before any Alterations shall be started:

- a. The Shareholder shall furnish to the Corporation or its agent, Garthchester Realty a letter from a licensed engineer, architect or electrician which letter shall certify that the electrician loads required by the Alterations (i) will not be in excess of the present electrical capacity of the Apartment, and (ii) will not adversely affect the Building's electrical service.
- b. The Shareholder shall file the Plans with all proper City or County departments and shall obtain all governmental approvals, permits and certificates that may be required. Garthchester Realty shall be notified of the building permit number, if any, assigned to the Plans and shall be given a copy of each of the permits and the aforementioned certificates within ten (10) days of Shareholder receiving same.
- c. The Shareholder shall furnish the Corporation with a copy of each and every contract made with their contractor(s). In each such contract the contractor shall acknowledge that the Alterations are for the sole use and benefit of the Shareholder and the contractor shall waive the right to file any lien against the Building. Copies of the licenses of each contractor shall be furnished to Garthchester Realty
- d. The Shareholder shall give the Corporation the sum of \$1,000.00 payable upon signing this Agreement, as a security deposit. If the Shareholder performs all of its obligations under the Agreement, the Corporation shall return to the Shareholder the full amount of said security deposit within sixty (60) days after completion of the Alterations. If the Shareholder fails to perform all of its obligations under this Agreement, the Corporation may keep all or part of said security deposit, and any interest which has not yet been paid to the Shareholder, necessary to pay the
- e. Corporation for any losses, damages or expenses incurred. Nothing contained in this paragraph shall limit in any way the Shareholder's obligations of liabilities under this Agreement.
- f. The Shareholder will inform the Superintendent in advance when the workers will commence work. No construction workers or material will be permitted in the Building until properly scheduled WITH THE Superintendent.





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3. At the completion of the Alteration, the Shareholder shall obtain, at the Shareholder's sole cost and expenses, a Certificate of Occupancy, permitting residential occupancy of the Apartment, and a Certificate of the Board of Fire Underwriters with respect thereto or any other City or County Departmental sign-off, if required.
4. The Shareholder shall assume all responsibility for the Alterations and agrees that neither the "Corporation" nor Garthchester Realty will be responsible for failure of efficient performance of building services to the Apartment resulting from Alterations. The Shareholder agrees to assume all responsibility for the weather-tightness of any installation and the waterproofing of any portion of the Building structure directly or indirectly affected by the Alterations and for the maintenance and performance of all heating, plumbing, air conditioning and other equipment installed by the Shareholder. The obligations of the Shareholder under this paragraph shall continue for the balance of the term of the proprietary lease, including any extension thereof.
5. The Shareholder shall cause its contractor(s) to obtain the following insurance coverage:
  - a. Public liability insurance in policy limits of not less than \$1,000,000 for each person and \$2,000,000 for each occurrence; \$500,000 property damage liability; and Workers Compensation, Disability and Employee's Liability Insurance covering all employees of the contractor and any subcontractor engaged in the Alterations. Certificates of such insurance naming "The Corporation", "Garthchester Realty" and the Shareholder as additional insured's as their interest may appear, and providing that such insurance will not be terminated unless and until at least ten (10) days' notice is given to Garthchester Realty, shall be delivered to Garthchester Realty, before the Alterations are commenced.
6. The Alterations and materials used shall be of first-class quality and style in keeping with the general character of the building. The Shareholder shall take all precautions to prevent and hereby assume risks for, any damages to the Building, its mechanical systems and property of the Corporation and property of all shareholders and occupants in the Building which results from or may be attributable to the Alterations. All demolition, reconstruction and installation work, as set forth in the Plans, shall be





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performed and complete within 120 days from the date when municipal approval is granted, or if no approval is required, from the date hereof. Floor protection in hallways, basement and entry shall be used.

7. The Shareholder agrees promptly and expeditiously to prosecute the work to completion. **The Alterations shall be performed only between the hours 8:00 am and 4:30 pm and work which will produce unusual noise or might be disturbing to other shareholders shall not commence before 9 am. but no work shall be performed on Saturdays, Sundays or Holidays.** The " Corporation" or Garthchester Realty shall be the sole arbiter should there be any doubt as to noise levels that may be disturbing. Any exceptions must be obtained by written request to the "Corporation" or Garthchester Realty. The Corporation will also decide each year what constitutes the "Holiday", i.e. December 24<sup>th</sup> through December 27<sup>th</sup> if Christmas is on a Thursday. **All rubbish, rubble, discarded equipment or other materials, empty packing cartons, etc. must be removed promptly from the building only through the rear doors of the building.** The Shareholder shall cause all precautions to be taken to prevent dirt and dust from entering the other parts of the Building or other apartments in the Building during the performance of the Alterations.
8. The entire cost of the Alterations, including cost of the Plans and the procurement of all required approvals, licenses, permits and certificates, shall be paid in full by the Shareholder within thirty (30) days after completion of the Alterations. If for any reason whatsoever, one of more mechanics' liens are filed for work done, or material furnished, in connection with the Alterations, the Shareholder shall, at his or her sole expense, cause such mechanics' lien or liens to be discharged or shall post a bond indemnifying the Corporation against such claims. If the Shareholder fails to discharge or bond said mechanics lien or liens the Corporation may exercise all rights and remedies to it, including, but not limited to, the right, without obligation, to satisfy such lien(s) and charge same to the Shareholder as additional maintenance.
9. The Shareholder agrees to make the Apartment available for periodic inspection during the course of the Alterations by an architect or engineer or superintendent/management engaged by the Corporation. The Shareholder agrees to stop work on the Alteration if





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at any time he or she is notified that the architect, engineer, superintendent or managing agent engaged by the Corporation has found that the work being performed:

- a. is in substantial deviation from the Plans, unless such deviation shall have been first approved by the Corporation
- b. is in violation of the local building code or any other law, code, rule or regulation of any federal, state or local governmental authority; or
- c. is being performed in an un-workman like manner or materials being used in connection therewith are of an inferior quality. In the event the Corporation is unable to notify the Shareholder to stop work, the Corporation is authorized to direct the contractor(s) to do so.

10. In no event shall the Shareholder perform any work affecting any structural element of the Building, its exterior facade or walls, or any part of the Building other than the Apartment, and shall schedule work so as to permit continuous heat, air conditioning, plumbing and utility services to all other apartments in the Building.

11. If the Shareholder is performing any plumbing work, any shut-off valves in the apartment that are wearing or not holding must be replaced at the Shareholder's expense.

12. The Corporation shall have the right, at its sole discretion, to engage the services of an architect, engineers and/or attorney in connection with the Alterations. Shareholder agrees to reimburse the Corporation for all fees and costs in engaging the services of such professionals within ten (10) days of presentation to Shareholder of a bill therefore. Such costs shall be deemed as additional maintenance.

13. The Shareholder hereby indemnifies and holds harmless the "Corporation", Garthchester Realty, and their employees and other shareholders and occupants of the Building from and against (a) any damage to person or property suffered as a result of the Alterations, whether or not caused by negligence, (b) any fines, costs (including, without limitation, the cost of any corrective work) and expenses suffered as the result of any violation of any law, code, rule or regulation of any federal, state or local governmental authority in connection with the Alterations, and (c) any expenses







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(including, without limitation, reasonable attorney fees and disbursements) incurred by the Corporation in connection with any matters described in this paragraph.

14. The Corporation makes no representations as to the design, feasibility or efficiency of the Alterations or whether the Shareholder will be able to obtain the required permits and certificates. If the operation of the Building or any of its equipment is in any way adversely affected by reason of the Alterations, the Shareholder agrees, at his or her sole cost and expense, to promptly remove the cause thereof upon being advised thereof by the Corporation or its managing agent.
15. The Corporation shall have the right to suspend all work authorized hereby if the Shareholder fails to comply with terms of this Agreement.
16. The Shareholder's obligations hereunder shall survive any transfer of the deed appurtenant to the Apartment. The obligations of the Shareholder under this Agreement shall be binding on any successors and/or assigns of said deed, which shall be given written notice of this Agreement by Shareholder.
17. This Agreement may not be changed orally.
18. If the Shareholder consists of more than one person, the Shareholder's obligations hereunder shall be joint and several.
19. Any notice hereunder shall be given in writing and shall be addressed to the parties at their respective address first above given, with an additional copy of any notice to the Corporation to the following address:  
666 Apartment Corp.  
C/O Garthchester Realty  
209 Garth Road  
Scarsdale, NY 10583

And personally, delivered or sent certified mail, return receipt requested and shall be deemed given upon receipt.





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**IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shareholder

\_\_\_\_\_

\_\_\_\_\_  
Shareholder

**666 Apartment Corp.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

