

# Policies and Procedures Manual

For Shareholders of

**The Carlton Park**  
1065 Park Avenue

Published November 7, 2013  
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by

The 1065 Park Avenue Corporation

1065 Park Avenue

New York, N.Y. 10128

**1065 Park Avenue Corporation  
1065 Park Avenue  
New York, New York 10128**

November 11, 2013

TO OUR TENANT/SHAREHOLDERS – CURRENT AND PROSPECTIVE

This Policy & Procedures Manual, first introduced a decade ago and recently updated, is designed to provide you with essential information about current policies and procedures at 1065 Park Avenue. It is also designed to guide the current and future Board of Directors and the building's Managing Agent and staff in effecting day-to-day operations and in implementing projects initiated by the Board and the shareholders as smoothly as possible.

Parts of the Manual are direct transcriptions of Board Resolutions; these are identified in bold, italicized script.

The Manual will inform you about the services and facilities that 1065 Park Avenue Corporation offers its tenant/shareholders. It also enumerates the obligations that tenant/shareholders, guests and sub-tenants in our cooperative owe to the Corporation, to each other, and to their neighbors in the building.

This Manual is a "living" document, and its contents are subject to change from time to time by the Board of Directors.

If you have questions about any matter contained in the Manual, please feel free to direct them to the Account Executive at the building's Managing Agent: Kevin Korn at Douglas Elliman Property Management, 675 Third Avenue, 6th Floor, New York, NY 10017; telephone: (212)-692-6106; email: [Kevin.Korn@Ellimanpm.com](mailto:Kevin.Korn@Ellimanpm.com).

Sincerely, Jay Moyer  
President

# **POLICIES AND PROCEDURES MANUAL 1065 PARK AVENUE CORPORATION**

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Issue date: November, 2013

## I. INTRODUCTION

This manual is designed to acquaint current tenant shareholders and to familiarize prospective and/or new tenant shareholders with essential information about current policies and procedures at 1065 Park Avenue. It is also designed to guide the current and future Boards of Directors, the Managing Agent and Building Staff in effecting day to day operations, as well as to assist in implementing projects initiated by both the tenant shareholders and the Board of Directors in as smooth and seamless a manner as possible.

Parts of the manual are direct transcriptions of Board Resolutions and are identified in italicized script.

This manual should serve as a useful source of information regarding the services and facilities offered by the cooperative corporation to tenant shareholders. The manual also enumerates the obligations of tenant shareholders, guests and sub-tenants in our residential cooperative corporation to the corporation and other tenant shareholders and neighbors.

The matters set forth herein are, of course, subject to change.

## II. BUILDING ORGANIZATION

### Board of Directors

A Board of Directors (“The Board”) governs the 1065 Park Avenue Corporation. The Board may fix its membership at any number from a minimum of seven to a maximum of eleven; its currently authorized membership is nine, each of whom is elected to a one-year term. The Directors of the Corporation are elected at the annual meeting of the Shareholders, usually held in June, or by the Board from time to time as vacancies occur. Notice of the meeting, solicitation of candidates for the Board, and Proxy ballots are distributed prior to the meeting. The Board elects the officers at its first meeting after the annual Shareholders’ meeting. Officers of the Corporation are:

- President
- Vice-President
- Secretary
- Treasurer
- Assistant Secretary (the Douglas Elliman Managing Agent *ex officio*)

Directors are charged with the overall management of the Corporation. They establish corporate policies and monitor their enforcement through the Managing Agent.

The Board meets regularly to address corporate issues. Shareholders, upon advance notice for scheduling purposes, may present to the Board any matter felt to require Board attention.

### Conference Call Meetings

*“Any one or more of the Board of Directors, or any committee thereof may participate in a meeting of such board or committee by means of a conference telephone or similar equipment which allows all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such a meeting.”* (May 7, 2002)

## **Conduct of Meetings-Decorum Policy**

*“The Board recognizes that the free exchange of ideas by civil discourse between and among the directors is an important component of its deliberative and decision-making processes, and that anything that interferes with those processes may impede the ability of each Board member to exercise his or her fiduciary duty and to act in the best interests of the corporation.*

*Therefore, although free to present their views with vigor and enthusiasm, each Board member shall observe customary standards of respect and civility, and each shall avoid the use of insulting, abusive, bullying, intimidating or threatening language both (a) during and in connection with all Board, committee, Shareholder, and other meetings dealing with the affairs of the Corporation, and (b) in all oral and written communications with other Board members and/or shareholders (including electronic mail) pertaining to the governance or affairs of the Corporation.*

*Determinations of violations shall be made (a) by the presiding officer if the alleged offense occurs in the context of a meeting, or (b) by the President if it occurs outside the context of a meeting.” (July 18, 2013)*

## **Building Management**

At the direction of the Board, Douglas Elliman Property Management, the corporation’s managing agent, administers the business affairs of the corporation and all of the day-to-day activities of the staff regarding building operations. Kevin Korn is currently the Account Executive. The following are key personnel that tenants are requested to contact for assistance.

**Kevin Korn, Account Executive (212) 692-6106 / kevin.korn@ellimanpm.com** is available to answer resident questions pertaining to the building, or help with issues that the Resident Manager may not be able to fully satisfy or resolve. **Assistant, Deanna Baptiste (212)350-2835 / Deanna.Baptiste@ellimanpm.com.**

**Steve Teri (212) 427-5656/ Resident Manager-** the first person the tenant with a problem or issue involving an apartment should reach out to. For emergency purposes, he is on call during off duty hours and can be paged through the doorman on duty.

**Emergency Night Service (212) 370-9200** – during the evening hours and weekends, should an emergency arise involving such things as fire, flood or gas leak and the staff on duty is not able to resolve the matter, please call the above telephone number. The service will, in turn, reach out to a responsible individual within Management to call you back and assist you.

**Susan Sperber (212) 891-7068/ [ssperber@elliman.com](mailto:ssperber@elliman.com)**

**Broker Agent** -a specialist within Douglas Elliman's own brokerage division, Douglas Elliman, is equipped to answer questions any tenant may have concerning the (a) state of the market, (b) value of an apartment, (c) sale of an apartment or (d) purchase of another home in or out of Manhattan. The Board does not endorse Douglas Elliman and the foregoing information is provided for informational purposes only.

**Julie Brown (212) 692-6112 / [julie.brown@ellimanpm.com](mailto:julie.brown@ellimanpm.com)**

**Transfer Agent**– is assigned to handle all transactions for the building involving (a) apartment transfers, (b) sub-lets and (c) refinancing. She (1) processes all of the broker & shareholder requests for co-op and apartment information, (2) transmits information submitted by prospective shareholders to the Board (3) interfaces with the Board, brokers, management, attorneys and clients (4) schedules interviews of new shareholder applicants with the Board, and (5) schedules closings.

### III. COMMITTEES

Committee structure approved at the June 25, 2013 organizational meeting:

#### 1. **Physical Structure:**

Responsibilities:

- Assess life expectancy of machinery, structural elements, and building details
- Work with Superintendent, Douglas-Elliman Management, and outside consultants
- Review and approve alterations, renovations, and combinations, updating procedures where necessary
- Interact with Finance and Strategic planning on future large repairs

#### 2. **Communications:**

Responsibilities:

- Create regular letter to shareholders
- Select shareholder volunteer to work with Chair
- Develop position of building Ombudsman
- Announce annual Shareholder meeting and outreach “Town Hall” meetings
- Assess technologies, including website, for delivering Board/Shareholders information

#### 3. **Finance and Strategic Planning:**

Responsibilities:

- Review all financial matters impacting the stability and capital of 1065 Park Avenue
- Plan for growing a reserve fund within a conservative, financially stable fiscal structure

#### 4. **House:**

Responsibilities:

- Coordinate with staff and outside vendors to ensure work efficiency
- Supervise lobby, patio, and gardens
- Investigate possible hallway improvements

#### 5. **Legal:**

Responsibilities:

- Oversee all Board and building activities involving legal matters
- Handle contracts and any other legal matters in the best interests of the shareholders

#### 6. **Screening:**

Responsibilities:

- Review the purchaser’s Board package
- Interview potential shareholders



## **IV. CAPITAL EXPENDITURES**

The Board reviews and approves capital expenditures, in consultation with the Managing Agent, generally after soliciting appropriate bids from vendors. On some occasions involving major expenditures the Board has created a sub-committee to review the proposals, recommend a particular vendor, and negotiate a contract. The Board may periodically authorize a Committee Chairperson to approve work up to a certain amount. For instance:

### **Physical structure Committee Chair**

*“The Board authorized the Exterior Committee Chairperson to exercise discretionary authority to approve work proposals up to \$5,000 as may be deemed necessary with reporting of same occurring no later than the next board meeting.”* (December 17, 2002)

### **Board President**

*“The Board reaffirmed the authority of the President to authorize and approve expenditures up to \$2,000 on an as- needed basis between Board meetings with same being reported upon at the next Board meeting.”* (December 17, 2002)

## V. APPROVAL OF NEW TENANTS AND OBLIGATIONS OF TENANTS

### Sales of Apartments

All apartment sales must be approved by the Board of Directors, whether or not the seller is an Original Purchaser<sup>1</sup>. The Managing Agent collects all requisite information in the form of an application package to be submitted to the Board.

All information is obtained by and communicated through the Managing Agent. No Board member can individually take action (either affirmatively or negatively) with respect to requests for approval or rejection. All correspondence, communications, and discussions regarding an applicant's application and/or the granting or denying of approvals will be kept strictly confidential. The Board carefully evaluates all information presented to it and delegates the role of meeting with prospective purchasers to the Screening Committee.

Open Houses to show and sell apartments are permitted in two cases and under the following conditions:

1. For licensed real estate brokers: Monday-Friday 9am-4pm upon approval of the Managing Agent
2. For the general public: Monday-Friday 9am-4pm upon approval of the Managing Agent. Potential buyers are permitted to view an apartment for sale only if accompanied at all times by a licensed real estate broker of the firm representing the seller.

### Screening Committee

*"The Board delegated authority to the Screening Committee to consent to the transfer of shares and proprietary leases and to sub-letting of apartments on behalf of the Board, on condition that such consent is granted by a unanimous vote of the committee members present and constituting a quorum, and to report such action to the Board at its next meeting.*

*In the event that a committee member votes against granting such consent, the matter shall be referred to the next Board meeting, or if so requested by the Committee, a Special meeting of the Board shall be called for such purpose"*  
(September 17, 2002)

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<sup>1</sup> Note that the Courts have ruled that the special provisions relating to "Original Purchasers" in paragraph 38 of the Proprietary Lease and the Corporation's By-Laws are invalid.

The specific steps of the screening process involve but are not limited to:

1. Review of personal financial statements. Generally this is made by the Treasurer in consultation with the Screening Committee.
2. Review of the Application Package, including financing documents if any.
3. Interview by the Screening Committee

The Screening Committee is made up of at least three (3) Directors and the President (as an ex officio member). The committee members examine the application package submitted by each proposed purchaser and each proposed sub-tenant and receive the comments of the Treasurer and other Directors. It then calls for a meeting with the prospective occupants of the subject apartment, at which time the prospects are questioned as to their finances, their past and present residences, their intended use of the apartment, proposed renovations, and the nature and number of children and pets. Questions of the interviewees are answered, the buildings rules are explained, and inquiry is made as to their reasons for selecting 1065 Park Avenue as their residence. Following the interview and discussion the Committee votes on whether to accept or reject the application. In the event the decision is unanimous, the Managing Agent is informed and notifies the applicant of the Committee's decision. If the vote is not unanimous, the application is referred to the next scheduled Board Meeting. Upon receiving the report of the Screening Committee and hearing the objections of the opponents of approval, the Board decides by majority vote whether to approve the application.

### **Sub-Let Policy**

In general, the Corporation has a long-standing and strongly held policy relating to subletting. That policy has been most recently re-affirmed as set forth below.

### **Conditions for Sub-Letting**

*“RESOLVED, that consents to sublets shall be given for a term not to exceed two (2) years, which may not be extended for more than one (1) additional year for cause; and further*

*RESOLVED, that sub-tenants shall meet substantially the same criteria as is required for admission as shareholders, to wit, financial stability and satisfactory references; and further*

*RESOLVED, that permission to sublet shall only be given if the shareholder is temporarily residing outside of the City of New York by reason of employment or for other valid reasons acceptable to the Board; and further*

*RESOLVED, that the foregoing rules shall be applied to all shareholders desiring to sublet their apartment and shall only be deviated from upon good cause shown” (October 23, 2001)*

## **Sub-Let Fee**

The building incurs additional expenses, both direct and indirect, when shareholders sublease their apartments to others. Accordingly for any sublease approved by the Board, the subleasing shareholder will be charged 10% of the then current maintenance charge for the duration of the sublease. (March 15, 2013)

## **Unlawful Sub-let**

*“In addition to the other remedies available to the Corporation, in the event of an illegal sub-let or unauthorized use by non-owners (occupancy of over 30 days without the written consent from the Board of Directors) there shall be an additional charge to the shareholder of 100% of the shareholder’s maintenance for each month of the illegal sub-let or unauthorized use.”* (October 13, 1982)

**Subletting requirements and fees:** see Appendix III

## **Miscellaneous**

1. A transfer to a spouse is a “sale”. Should that transfer relieve anyone who was an owner or that person’s estate of any of the obligations of an owner, the procedures of this Part shall apply. In considering the request for approval the Board or its designee may waive its request for a personal interview, may require a guarantee, and will consider any obligations the building has incurred, such as in a recognition agreement with a lending institution.
2. A “sublet” includes use by an unauthorized occupant whether or not money or any other consideration flows to the owner.
3. Some shareholders may decide to place the ownership of their Apartment in the name of a trust, usually for estate planning purposes. They should notify the Managing Agent of their intentions, who will in turn notify the Board of Directors. The shareholder will then contact the building’s attorney, whose name and contact information will be given to them by the Managing Agent. The attorney will see to it that the shareholder complies with the building’s requirements and will notify the Managing Agent when that has been done, and the shareholder will pay the building attorney’s bill for doing so.
4. Transfer tax. On June 4, 2014 the Transfer tax instituted on June 9, 2009, was updated. Please see page ten of your Proprietary Lease for additional information.

## VI. FINANCING

### A. Financing & Refinancing of Apartments of Existing Shareholders

*“Financing and Refinancing of apartments (to include First Mortgage, Second Mortgage and Equity Source Loans) will normally be permitted provided that the aggregate of such loans relative to any apartment does not exceed seventy-five percent of the appraised value of such apartment at the time of such financing or refinancing.*

*For loans not exceeding \$1 million in aggregate, the President or, in the absence of the President, the Vice President shall be entitled to approve all such Financings or Re-financings that comply with the aforementioned appraisal rule, without the requirement for additional financial information. Such approvals shall be reported to the Board in a timely manner.*

*For loans exceeding \$1 million in aggregate, Board Approval shall be required” (May 7, 2002)*

### B. Documentation requirements for Post-acquisition financing and refinancing:

1. Two copies of the Commitment Letter
2. Recognition Agreement – 3 originals must be “Aztec” Form Only
3. Appraisal Report

These documents should be submitted to the Transfer Agent at the Managing Agent.

### C. Shareholder Obligations

**Maintenance and other charges:** Maintenance payments and any other charges deemed as additional rent are due on the first of each month. Maintenance accounts that are unpaid on the 20<sup>th</sup> of the month will be charged a \$ 50.00 late fee, escalating to \$ 150 for the second consecutive month and \$ 250.00 for the third and each successive month thereafter. These late fees will appear on the tenant’s maintenance account in the following month. The Corporation may take legal action against any Shareholder in arrears. All legal costs incurred by the Corporation will be billed to the Shareholder/s.

**Additional billing and payment methods:** Shareholders can have their monthly maintenance delivered via e-mail by sending an e-mail to [BILL1684@ellimanpm.com](mailto:BILL1684@ellimanpm.com) with their full name, account number, address, apartment number, and e-mail address. Shareholders wishing to pay charges online should go to [WWW.RENTPAYMENT.COM](http://WWW.RENTPAYMENT.COM) and sign up using their eight digit account number.

### D. Audited Financial Statements:

The Corporation’s outside accountants prepare annual audited statements of the Corporation as well as the Corporation’s tax returns. The audited financial statements are reviewed by the Board and are then distributed to shareholders prior to May 31 of each year.

## VII.RENOVATIONS & ALTERATION PROJECTS

Formal written approval must be obtained from the Board through the Managing Agent before any alterations to an apartment are undertaken by Tenants or their contractors.

The Board deems an alteration to be one or more of the following: moving or eliminating walls, moving or eliminating plumbing or plumbing fixtures, wastewater diverging, replacing of flooring (other than kitchen/bath), changing floor plan, apartment combinations, drilling/channeling into concrete slab, replacing windows, and any electrical work requiring additional circuit breakers . All else is considered cosmetic decoration or refurbishment. Generally, no approval is required for painting, wallpapering, installation of appliances and cabinetry, installation of interior storm windows and other decorating work. Appropriate proof of insurance is required for all contractors before they may begin working on the premises. Tenants uncertain whether any proposed work requires approval should consult with the Resident Manager and/or Managing Agent before beginning.

Upon the Shareholders request for alterations a sample packet, in the form substantially as attached as Appendix 2, will be sent to the Shareholder and will contain a sample Certificate of Insurance, Alteration Agreement and precise instructions.

Any question should be brought to the attention of the Managing Agent.

### **A. Guidelines for apartment alterations:**

Should Board approval be required, the following procedures apply:

1. Plans prepared by a contractor and/or licensed architect (not designer or decorator plans) together with detailed specifications must first be submitted in three copies to the Managing Agent whether it is a large or small alteration.
2. Plans are then referred to an architect or engineer selected by the Corporation at the Shareholder's expense for review to make certain that they comply with requirements of all governmental and other authorities having jurisdiction, as well as with the requirements of the Board.
3. After the architectural or engineering review, the proposed alteration plans will be submitted to the Physical Structure Committee for review and approval. The Committee will report its actions to the Board at its next meeting or, if so requested by the Committee, a Special Meeting of the Board may be called for such purpose.

4. If and when plans are approved, the Shareholder must execute and deliver an "Alteration Agreement" (See Appendix 2) and provide the Board with a Certificate of Insurance naming the Corporation, the shareholder and the Managing Agent as additionally insured with respect to public liability and workmen's compensation.
5. Before any work can commence, the Shareholder must notify the Resident Manager (preferably in writing to avoid misunderstandings) of the starting date of the work. Governmental approvals, including but not limited to the Department of Buildings, work schedules and names of all contractors and trades together with Certificates of Insurance & appropriate licenses, as required from each of them must also be submitted to the Resident Manager.
6. To protect the Corporation and our common areas, a deposit generally in the amount of \$4,000 will be required. So as to minimize any disruption to fellow shareholders and Corporation/building operations, alterations will need to be completed within a certain time limit according to the House Rules specifying when, and how, work can be performed. An engineer may be retained by the Corporation at the shareholder's expense to inspect the alteration work from time to time until its completion. If there is any interruption in the normal day-to-day operation of the building, if the House Rules are violated, or inspection of the work being performed reveals a failure to comply with approved plans, then the work may be halted until compliance can be assured.

## **B. Guidelines on repairs and maintenance of apartments**

The following expand upon the rules set out in the proprietary lease:

1. The Corporation will, in general, be responsible for the repair and maintenance of common elements, which include the following:
  - a. Building entrance halls, main lobby and vestibule, service areas and stairs.
  - b. Building entrance, service and terrace/balcony doors, frames, saddles, and bucks.
  - c. All plumbing risers, all main steam risers and returns, all main electrical wiring up to each apartment's circuit breaker or fuse box.
  - d. The internal inter-communications system.
  - e. Original radiators, fittings and controls. However, special radiators and air conditioning/heating units installed by Shareholders or their predecessor(s) are the responsibility of the Shareholder.

f. Original windows, frames, panes, sashes and sills (or those replaced by the building). Original windows which have been replaced by Shareholders or their predecessors on an individual basis and not by the Corporation are the responsibility of the Shareholders.

2. Shareholders are responsible for the following repairs and maintenance within their apartments:

- a. Window Replacements: All requests for window replacements must be referred to the Managing Agent. The approved type window is to have a brown/bronze exterior frame with thermopane glazing. The windows may be tilt and turn, casement, pivot type or double hung (original building standard), but the vertical mullions (not subject to change) for the triple frames must be spaced the same as the original building standard windows. In any window replacement project, insurance papers and a copy of the proposal will suffice without a security deposit requirement.
- b. Walls, ceilings, and floors including tiles, decorations, painting, plastering, etc.
- c. Air conditioning/heating units installed by a Shareholder or his predecessor(s).
- d. Damage to Corporation property or other shareholders' property caused by leaks or overflow of water from tubs, dishwashers, basins, showers or toilets, etc.
- e. Plaster damage incurred in a Shareholder's apartment caused by repairs undertaken by the Corporation is the responsibility of the Corporation, but the Corporation will not ordinarily be responsible for redecorating after plaster damage is repaired.
- f. All fixtures and equipment.
  - Plumbing: Sinks lavatories, basins, bowls, tubs showers, toilets, etc., including all components, piping and accessories connected thereto up to the first fitting or joint within the wall, floor or ceiling to which they are attached. However the Corporation will generally take care of replacement of faucet washers and diaphragms in flushometers (toilets) as long as these only entail replacement of readily installable minor parts obtained by the Shareholder. The Corporation will also be responsible for the clearing of stopped waste-lines provided that they are not of a repetitive nature.
  - Electric: Lighting and electric fixtures, bulbs, outlets including all meters fuse boxes and plates, switches including boxes and plates, fuses, circuit breakers, bells, chimes or buzzers for door entries, and all electric wiring and conduits from the junction box and the riser into and through the tenant's apartment.
  - Appliances: heating fixtures, stoves, cabinets, refrigerators, freezers, clothes washers and dryers presently installed in apartments (not to be construed as Board



consent to replace such washers or dryers), dishwashers, air conditioners, fans, vents, blowers, exhaust hoods, etc., including their connections.

- Doors: All apartment entrance and service doors including all hardware, locks, hinges, striker plates, peepholes, and all interior doors with all related accessories and hardware.
- When any repairs or maintenance fall within the responsibility of the Corporation as noted in Section A above, please make the necessary arrangements with the Resident Manager to take care of this. If there is a question as to whether the work involved is the responsibility of the corporation, please contact the Managing Agent, who will investigate and consult with the Board if necessary.

## VIII. STAFF AND LOBBY RULES

A resident manager, handyman, or delegated assistant is on premises, or is available, seven days a week, 24 hours a day. Questions regarding the day-to-day operations of the building and its maintenance should be directed to the building's Resident Manager. He may be contacted by calling your doorman. The Concierge and doormen can be reached by calling on the intercom or at (212) 427-5656.

All building staff are supervised by our Managing Agent who should be contacted regarding any further inquiries. Staff positions at 1065 Park Avenue, some of which are part time, are:

One Resident Manager

Two Doormen, one designated as Concierge

Five Doormen

One Porter

One Handyman

Questions regarding the day-to-day operations of the building and its maintenance are to be directed, in the first instance, to building staff.

The names of current building staff as well as useful/emergency telephone numbers are listed in Appendix 4.

### **Lobby Protocol:**

1. No persons other than employees are allowed behind the Concierge Desk.
2. The lobby door is kept closed for security reasons.
3. Staff member assistance should be requested from the front desk. All requests are logged, dated, and addressed in the order received. Emergency situations are addressed immediately.
4. Mail is distributed to tenants at the Concierge desk.
5. All visitors must be announced prior to entering the elevator. The doormen are instructed to receive confirmation from the resident unless previous instructions have been received from the resident. A Guest Log is maintained.
6. At no time should any visitors remain in the lobby for an extended period of time.
7. The lobby seating area is not to be used as a waiting room for visitors.

8. Proper decorum in the lobby and elevators is expected. This includes refraining from eating and drinking in these areas.
9. Log Books are maintained daily for contractors, workmen and all deliveries, packages, etc. Special or unusual incidents are recorded with date and time and signed by the Concierge/Doorman.
10. Doormen/Concierges are required to assist with packages, taxis and umbrellas if needed. If alone, the doorman may not leave the lobby to hail a taxi cab or such, nor leave the entryway of the lobby interior of the building. This is for security purposes. The "TAXI LIGHT" on the outer edge of the canopy is used should a tenant require a taxi. A solo staff member should not be placed in the position of having to choose between the building's overall security or hailing a taxi from the curb's edge or handling packages from outside the lobby, nor should any shareholder or guest verbally abuse staff in the performance of their duties.
11. When notified of delivery of packages, shareholders should make an effort to retrieve them as soon as possible. Similarly, shareholders should leave packages for pick-up as closely as possible to the expected time of pick-up.
12. Doormen/Concierge are required to maintain the areas by the front door including the lobby, the plaza and the sidewalk.
13. Keys: Apartment keys must be left with the Resident Manager/Concierge to be used in case of an emergency. Keys for all apartments are kept in a special sealed envelope with the shareholder name and phone number in a Keysure steel box in the Resident Manager's office. This envelope may be initialed by the tenant so it will not be possible for anyone to use the key without opening the envelope. The first replacement box for keys will cost the shareholder \$25.00, the second \$50.00, and the third \$75.00.
14. A Suggestion Box is available at the front desk.

## **IX. MOVING POLICY, STORAGE ROOM**

### **A. Moving policy**

Moving in or out of the building requires the written authorization of the Managing Agent. Moves must be done in compliance with the applicable House Rules. Appropriate notification must be given to the building staff prior to moving in or out of the building in order to reserve the service elevator. No moving will be permitted on Saturdays, Sundays or holidays.

*“A check payable to “1065 Park Avenue Corporation” for \$ 500.00 must be given to the Closing Agent prior to the move in/out. Upon satisfactory completion of the move and following an inspection to insure no damages have occurred as a result of the move, the deposit will be returned to the incoming/outgoing tenant shareholder and/or sublease.”*

and

*“The moving company must provide a certificate of comprehensive general liability insurance for \$ 1,000,000.each occurrence, including \$ 1,000,000.personal injury, and \$ 2,000,000.aggregate. The following must be named as additional insured: 1065 Park Avenue Corporation, the Managing Agent and the Apartment Unit owner/occupant”*

*(January 21, 2002)*

### **B. Storage Room**

1. No flammable or upholstered items are allowed to be stored; e.g. paints upholstered furniture, mattresses and rugs.
2. No appliances are allowed.
3. No cardboard boxes are allowed to be stored. All papers must be contained in metal cabinets, suitcases or trunks. All cardboard boxes (filled or empty), newspapers, X-ray film, magazines, carpets, paint cans and other fire hazardous material not stored within lockers/cabinets, will be removed from the storage area and will be discarded by the building staff.
4. All lockers/cabinets are to be closed and labeled appropriately with the tenant apartment number and name.
5. Bicycles are to be labeled with the tenant’s apartment number and name. Any non-labeled bicycle will be considered abandoned and discarded by the building staff.
6. All items not properly identified will be thrown out.

## **X. HEATING / AIR-CONDITIONING AND GARAGE POLICIES**

**Heating:** automatically provided at temperatures prescribed by law.

**Air Conditioning:** (Lobby only) - provided at 60 degrees Fahrenheit and above.

**Temperature:** taken from the New York City Central Park Weather Station.

It is the responsibility of individual shareholders to insulate their apartments to suit their own needs.

### **Garage**

The garage in the building is currently leased to Enterprise Parking Company which operates parking garages in Manhattan. The lease provides that they are to give preference to tenant shareholders and must reserve 20 spaces at a preferential monthly rate (currently \$434.60 per month). This rate may be adjusted periodically based on competitive parking rates in the neighborhood. They must maintain two waiting lists for tenants requesting garage space, one for space availability and one for the reduced rate spaces.

Tenants are requested to give an hour's notice directly to the garage attendant at 212-722-2291 when a car is required for use. Only garage attendants are permitted to move cars in the garage level. Cars should be loaded and unloaded at street level. Entrance to the Garage can only be obtained at the vehicle entrance. All other entrances to the garage (from the basement levels and the elevators) have been sealed for security purposes.

# APPENDIX 1

## HOUSE RULES

### Hallways and public areas:

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way. This shall not restrict the installation of decorative items pursuant to these rules.
2. No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
3. Children shall not play in the public halls, stairways, fire towers, or elevators.
4. No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the consent of all of the Lessees to whose apartments such hall serves as a means of ingress and egress; in the event all such Lessees do not agree, the Lessor shall decide.
5. No Lessee shall make or permit any disturbing noises in the building (including those that may come from an answering machine) or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9:00 a.m. and 4:00 p.m. and no major disturbing noises are permitted before 10:00 a.m.
6. Except as herein provided, no article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building. Wet umbrellas, boots, or similar items may be left in the hallways to dry so long as they do not block passage and shall be removed within a reasonable time, and, in any event, by no later than the next day.
7. No one may remove from the halls any item placed there by another Lessee. Complaints about the presence of such items will be made to the person believed to have put them there. Should that not lead to a satisfactory resolution, complaint should be made immediately to the superintendent and in writing to the managing agent.
8. No awnings, window or through the wall air conditioning units or ventilators shall be used in or about the building if they are visible from the street except such as shall have been expressly approved by the Lessor, nor shall anything be projected out of any window of the building without similar approval.
9. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor.

10. No velocipedes, bicycles, scooters, rollerblades, skateboards, or similar items shall be ridden in the lobby or be allowed to stand in any public area of the building.
11. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.
12. Bulky items of every kind (other than luggage and groceries) are to be delivered only at the service entrance of the building and through the service elevator to the apartments when such elevator is in operation.

**Compactor areas and equipment:**

1. All wet debris is to be securely wrapped or bagged in small package sized to fit easily into the hopper panel.
2. Debris should be completely drip-free before it leaves the apartment and carried to the compactor closet in a careful manner and in a drip-proof container; then placed into the hopper so it will not drop into the chute for disposal.
3. No bottles or cans shall be dropped down the compactor chute.
4. Tenant shall comply with all current recycling rules. Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the compactor closet floor.
5. Under no circumstances shall carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the compactor chute.
6. Vacuum cleaner bags must never be emptied into the chute. Such dust, dirt, etc. should be wrapped in a securely tied plastic bag or package and then be placed through hopper door panel into chute.
7. The Superintendent shall be notified of any drippings, or moist refuse, appearing on compactor closet floor and corridors.

**Miscellaneous:**

1. Toilets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the toilets. The cost of repairing any damage resulting from misuse of any toilets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
2. No Lessee shall ask any employee of the Lessor to do any private work or repairs of a Lessee while such employee is on duty.
3. Pets shall be permitted on elevators or in any of the public portions of the building only if carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies, or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.
4. No radio- television aerial or satellite dish shall be attached to or hung from the exterior of the building or through the stairways, air vents or elevator shafts without the prior written approval of the Lessor.

5. No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
6. The Lessee shall use the available laundry facilities only during such hours as may be designated by the Lessor.
7. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes and may dispose of any item in the storage room that violates the building's rules in any way Lessor deems advisable.
8. Unless expressly authorized by the Lessor, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, closets and foyer.
9. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the prior written consent of the Lessor.
10. The Lessee shall keep the windows of the apartment clean at Lessee's cost and expense. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.
11. Unreasonable cooking or other odors should not be allowed to escape into the halls. Complaints about such odors will be made to the person believed to have caused them. Should that not lead to a satisfactory resolution, complaint should be made immediately to the Superintendent and in writing to the managing agent.
12. Permission to obtain access to the roof must first be obtained from the doorman.
13. Complaints regarding the service of the building that have not been resolved after consultation with the superintendent shall be made in writing to the managing agent.
14. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
15. The Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto (although the Lessee shall contract directly with the garage operator, the Lessor having no responsibility with respect thereto).
16. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests and at any reasonable time to determine the necessity for repairs and taking such measures as may be necessary to protect the integrity of the building and its plumbing, electrical and heating systems.
17. No move-ins or move-outs are permitted except on weekdays (not including Legal holidays) and only between the hours of 9:00 a.m. and 4:00 p.m.

These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.



## **APPENDIX 2**

### **ALTERATION RULES AND PROCEDURES AND DRAFT ALTERATION AGREEMENT**

DOUGLAS ELLIMAN PROPERTY MANAGEMENT

675 Third Avenue  
New York, NY 10017  
Tel: 212/370-9200  
Fax: 212/692-6126

www.ellimanpm.com

D

Kevin Korn  
Managing Agent  
T 212.692.6106  
F 646.843.2498  
Kevin.Korn@ellimanpm.com  
1065 Park Avenue Corporation  
Assistant Secretary

**Sept. 1, 2014**

Mr. & Mrs. \_\_\_\_\_  
Apartment \_\_\_\_\_  
1065 Park Avenue  
New York, New York 10128

**Re: Renovations at 1065 Park Avenue Corporation-**

Dear:

In anticipation of your request to perform an "Apartment Alteration" at 1065 Park Avenue, we have prepared this guide to assist you through the process of submission, approval, work and project completion. We strongly suggest that all parties retained on your behalf for this proposed project be made aware of all matters covered in these documents.

Douglas Elliman Property Management, the Board of Directors, the Alteration Committee, the Resident Manager of 1065 Park Avenue Corporation and the retained Architects and Engineers, etc. (*Management*) are empowered to ensure full compliance with the agreement on behalf of the Corporation (*the Lessor*). You (*the Lessee*) are responsible for following the agreement in respect to your obligations, which include the obligations of your Designers, Architects, Engineers, Expeditors, Contractors, Sub- contractors, etc. (*your Agents*).

Attached are the following, provided in triplicate to you and for your agents:

Alteration General Synopsis  
Alteration Agreement  
Alteration Agreement Schedule 1 (Architect, Designer & Contractor Related Guidelines)  
Alteration Agreement Schedule 2 (Plumbing Specific Guidelines)

All documents are required to be submitted to Douglas Elliman Property Management for processing, in quadruplicate (*4 sets*). Work may NOT commence prior to written approval to proceed from the Lessor through its Managing Agent, Douglas Elliman Property

Management. Please be aware that there are four (4) approval steps required by 1065 Park Avenue Corporation which are (1) Retained Engineers, Architects & Consultants of the Corporation, (2) the Corporation's Resident Manager, (3) the Corporation's Alteration Committee and (4) the Board of Directors of 1065 Park Avenue Corporation. We, as Managing Agent, are here to assist you in complying with the co-op's Alteration Approval Process through project completion as expeditiously as possible.

If you have any questions, please feel free to contact the undersigned or the Resident Manager.

Respectfully in your service,

cc: Alteration Committee- *(1 Set of Plans Forwarded herewith)*  
Reviewing Architect- Elliott Glass of Glass & Glass *(Plans Forwarded herewith)*  
Resident Manager- Steve Teri 212.427.5656 *(Plans Forwarded herewith)}*  
Submitting Architect-  
Project GC-

## 1065 Park Avenue Corporation Alteration Synopsis

<b>MANAGEMENT CONTROL</b>	
<b>Shareholder</b>	
<b>Apartment</b>	
<b>Submission Date</b>	/ /
<b>Resident Mgr. Approved</b>	/ /
<b>Architect Approved</b>	/ /
<b>Committee Approved</b>	/ /
<b>Co-op Approved</b>	/ /
<b>Allotted Time</b>	<b>120 Working Days</b>
<b>Start Date</b>	/ /
<b>Completion Date</b>	/ /
<b>Penalty Date</b>	/ /
<b>Project Shutdown Date</b>	/ /
<b>Security Deposit</b>	\$
<b>Project Sign-off</b>	/ /
<b>Security Returned</b>	/ /

<b>CONTACT CONTROL SUMMARY</b>				
Contact	Name	Telephone	Facsimile	E-Mail
Shareholder				
Architect				
Project GC				

<b>ALTERATION PROCESS CHECKLIST</b>	
<b>All Documents will be submitted to Douglas Elliman Property Management in quadruplicate</b>	
<b>Submission of Initial Project Plans (4X) for Review</b>	
<b>Governmental Compliance Applications for Signature</b> <i>(Lessor Signature is supplied strictly for expediting Governmental Approval &amp; does NOT denote Lessor Approval)</i>	
<i>Signing Officer of 1065 Park Avenue Corporation</i>	<i>Mr. Jay Moyer President</i>
<i>Second Officer of 1065 Park Avenue Corporation</i>	<i>Kevin Korn- Asst. Secretary</i>
<b>Copies of All Governmental Permits &amp; Certificates</b>	
<b>Electrical Load Letter</b>	
<b>Submission of all Contractor Agreements</b>	
<b>Submission of all Suppliers Agreements</b>	
<b>Copies of all NYS Licenses (electricians, plumbers, etc.)</b>	
<b>\$3 mil. Insurance for All Contractors*</b>	

<b>Worker's Compensation Insurance*</b>	
<b>Employee's Liability Insurance*</b>	
<b>*Insurance Certificate Holder-</b>	<b>Kevin Korn, Douglas Elliman PM</b> <i>675 Third Avenue, New York, NY 10017 (fax 646.843.2498 or e-mail at Kevin.Korn@elimannpm.com</i>
<b>*Additional Insured-</b>	<i>(1) Tenant Shareholder(s) of record, (2) 1065 Park Avenue Corporation (officers, directors and employees &amp; shareholders) (3) Insignia Financial Group &amp; all its Subsidiaries (4) Glass &amp; Glass, Architects.</i>
<b>Submission of NYC Approved Plans</b>	
<b>Submit Copies of Neighbors' Notification Letters</b>	
<b>Submit Alteration Security Deposit</b>	
<b>Submit \$300.00 Alteration Processing Fee to IRG</b>	
<b>Submit 4 Signed Alteration Agreement &amp; Appendix A</b>	
<b>Written Notice of Project Start Date &amp; Completion Date</b>	
<b>Architect's Sign-offs, etc., upon Project Completion</b>	

**1065 Park Avenue Corporation**  
**Alteration Agreement**  
**1065 Park Avenue**  
**New York, N.Y. 10128**

<b><i>Tenant Shareholder:</i></b>	
<b><i>Apartment Number:</i></b>	
<b><i>Date:</i></b>	

This Agreement made as of the above date between 1065 Park Avenue Corporation (the "Corporation") with an address c/o Mr. Ron Gupta Managing Agent Douglas Elliman Property Management 675 Third Avenue, New York, New York 10017 and the above named Tenant Shareholder (the "Shareholder") having a mailing address of 1065 Park Avenue, New York, New York 10128.

**WITNESSETH:**

WHEREAS, the Shareholder hereby requests permission to make/install the equipment and/or make the alterations in the apartment(s) (the "Apartment"), noted above at 1065 Park Avenue, New York, New York 10128 as described in the submitted plans and specifications (the "Work");

WHEREAS, in order to obtain the Corporation's consent to the Work as required under Article Twenty One, Paragraph A of the proprietary lease (the "Lease") between the Shareholder and the Corporation, the Shareholder agrees to comply with the terms of the Lease and the obligations and policies of the Corporation, including but not limited to, applicable House Rules and alteration and decoration work rules.

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:

1. Shareholder's Submissions. Shareholder herewith delivers to the Corporation:
  - a. Detailed plans, specifications and drawings of the Work, 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 (if the nature of the alteration so requires), which shall not be

modified by the Shareholder after they are approved by the Corporation's architect or engineer (the "Corporation's Designated Engineer") without the Corporation's Designated Engineer's subsequent approval.

b. A check with respect to the security payable in connection with this agreement made payable to 1065 Park Avenue in accordance with Paragraph 13 of this agreement in the sum of **\$4000.00**

c. A check in the sum of **\$500.00** payable to Douglas Elliman Property Management, managing agent for the building, as a processing fee in connection with this request and work.

2. Corporation's Review of Work as Proposed. Shareholder acknowledges that the Corporation's Designated Engineer, may at Shareholder's expense:

Review the Plans for the Work and

From time to time observe the Work to ensure that the Work conforms to the approved Plans and is otherwise in conformity with the requirements of this Agreement.

Shareholder shall provide access to the Apartment, from time to time, to permit the Corporation's Designated Engineer, the Managing Agent, the superintendent of the Building, or any other person the Corporation's Board may authorize, to observe and inspect the Work. Shareholder shall make all corrections specified by the Corporation as a result of such inspections, necessary to bring the Work into conformity with the Plans. The Corporation's failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement and the approved Plans. The Corporation shall notify the Shareholder as to when inspections will be required. Shareholder shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Corporation because of its failure to conform to the Plans and specifications previously approved by the Corporation or with the requirements of this Agreement or the laws, rules, orders or regulations of any governmental authority having jurisdiction over the Building or which violates any policy of insurance maintained by the Corporation. Shareholder shall bear all costs of correcting such rejected parts of the Work, including the compensation for additional services to the Corporation of any architect or engineer made necessary thereby.

3. Pre-Conditions to Commencement of Work by Shareholder. Shareholder agrees:

a. Prior to beginning the Work, to provide the Corporation with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers;

b. If required by laws, rules, orders or governmental regulations or the Corporation's Designated Engineer, to file plans, forms or applications (including without limitation any asbestos-related forms filed in support of any applications) with, and procure the approval, permits, licenses, consents of all governmental agencies having jurisdiction over the work including, but not limited to, the New York City Buildings Department, the Board of Fire Underwriters and the Landmarks Preservation Commission, and, not more than ten (10) business days after receipt of such approval, to deliver to the Corporation a copy of every permit or certificate issued. The determination of the Corporation's Designated Engineer as to the need for any such approval shall be conclusive;

c. At the completion of the Work, the Shareholder will deliver to the Corporation an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required, and such other proof as may be necessary to indicate that all Work has been done in accordance with all applicable laws, ordinances and government regulations, together with a statement from the architect or engineer who signed the Shareholder's Plans that the Work has been executed in accordance with those Plans. If an amended certificate of occupancy or certificate of the Board of Fire Underwriters is not required, the Shareholder's Designated Engineer must submit a statement to that effect. The determination of the Corporation's Designated Engineer as to the need for an amended Certificate of Occupancy shall be conclusive.

d. To procure from Shareholder's contractor or contractors the insurance policies described on Exhibit "A" attached hereto, which policies shall name the Corporation, the Corporation's officers, directors, shareholders, Designated Engineer, the Managing Agent, 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 1.) with companies that are reasonably acceptable to the Corporation, and 2.) delivered to the Corporation before the Work commences.

Shareholder to Give Notice of Actual Commencement of Work. Prior to commencing the Work, Shareholder shall give at least five (5) days' written notice to the Corporation's Designated Engineer, the superintendent of the Building, the Managing Agent and neighboring apartments of the date the Work shall commence and the estimated duration of the Work.

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 any insurance carrier insuring Shareholder or Shareholder's contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible.

6. Indemnification by Shareholder. Shareholder hereby indemnifies and holds harmless 1065 Park Avenue, the Corporation's Designated Engineer(s)/Architect(s) and employees, Douglas Elliman Property Management, and other shareholders and residents of the Building against any damages suffered to persons or property as a result of the Work. Shareholder shall reimburse the Corporation, the Corporation's Designated Engineer, Managing Agent, and 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 result of the Work and/or the Shareholder's or any contractor's or consultant's failure to conform 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.

7. 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 either prior or subsequent to granting permission for the Work, Shareholder agrees to reimburse the Corporation, on demand, for any reasonable fees (including attorney's fees) incurred. Shareholder understands and agrees that all costs of labor, equipment and materials incurred by the Corporation, shall be charged to Shareholder as additional rent under the Lease.

8. Shareholder's Contractor to Cooperate with Building Labor. All of Shareholder's contractors and subcontractors shall employ only such laborers as shall not conflict with any of the trade unions contracts with the Building. The Contractor shall acknowledge this Agreement and agrees to, and shall cause all subcontractors to abide by all of the rules and regulations of the Corporation.

9. Shareholder's Responsibility for Consequences of Work. Shareholder and any successor-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 and the maintenance and repair of any alterations and installations in the Apartment after completion. This responsibility covers all aspects of the Work, whether or not structural, including without limitation,

weather-tightness of windows, exterior walls or roofs, waterproofing of every part of the Building directly or indirectly affected by the Work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. 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 as determined by the Corporation. Shareholder agrees that any air conditioning units, terrace plantings and/or structures, wherever located in the Building, may be removed by the Corporation for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of the Shareholder. If the Shareholder does not promptly remove or correct the problem, the Corporation may have the problem corrected and the Shareholder shall be liable for all costs and expenses incurred therein.

10. Prohibited Construction Methods. Shareholder recognizes that there will be no change in the operation of the Building's heating system, ventilation system or air-conditioning system, to facilitate the functioning of any heating or air-conditioning units Shareholder may be installing. Shareholder will not interfere or permit interference with the Building's intercom system, gas, electric, plumbing or any other service. Shareholder agrees that exterior masonry walls shall not be penetrated.

11. Completion of Work. The Shareholder shall use the Shareholder's best efforts to ensure that the Work is completed expeditiously, but in any event all Work shall be completed within an aggregate of 180 working days (not to exceed nine (9) months) from the date of commencement of the Work, or such other period as the Corporation, in writing, designates (the "Completion Date"). The Corporation expresses no opinion regarding the feasibility of completion of the Work within this time period. No Work other than decorative work, such as painting, wallpapering or carpeting, may be continued beyond the Completion Date without the Corporation's specific written consent. If the Work shall not have been completed by the Completion Date, and no extension has been granted, the Corporation shall be entitled to apply, from the security funds provided pursuant to paragraph 1(b) of this Alteration Agreement, the sum of **\$250.00** per day for each calendar day the Work remains incomplete. These amounts are acknowledged to be 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, it being understood that the damages caused by continuation of the Work would be difficult to determine. The Corporation's application of the security funds provided pursuant to paragraph 1(b) of this Agreement as aforesaid shall be without prejudice and in addition to all other remedies the Corporation may have. If the security funds provided pursuant to paragraph 1(b) are fully applied, the Shareholder agrees to pay all amounts due under this paragraph to the Corporation in weekly installments. The determination of whether the Work is completed shall be made by the Corporation, and the Corporation's determination shall be conclusive. The Shareholder agrees that any consent by the Corporation to perform Work after the Completion Date may be revoked by the Corporation immediately if the Shareholder fails to comply with any requirement of this Agreement or extension of the Completion Date.

12. Work Hours and Noise. The Work shall be performed, only between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday; provided however, that "noisy work" which may disturb other residents shall not be performed before 10:00 a.m., Monday through Friday. The Work shall not be performed on Saturdays, Sundays and holidays. The Corporation shall be the sole arbiter should there be any doubt as to noise levels, which may be disturbing.

13. Shareholder's Security Deposit. As security for the faithful performance and observation by Shareholder of the terms and conditions of this Agreement, Shareholder has deposited the sum indicated in paragraph 1(b) with the Corporation. In the event that Shareholder or persons engaged by Shareholder to perform the Work cause loss, cost or expense to the Corporation, including without limitation any loss, cost or expense arising from or relating to:

- a. the fees of the Corporation's Designated Engineer to review the plans and specifications or to review from time to time the progress of the Work;
- b. the fees of the Corporation's attorneys engaged in the event of Shareholder's breach of the provisions of this Agreement;
- c. damage to the carpeting or wallpaper in the Building's hallways or to any common area (including without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged);
- d. delays in completion of the Work, as more specifically referred to in Paragraph 11 of this Agreement. Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment thereof. If the deposit is diminished by one-half of the original amount, Shareholder shall replenish it to the full amount within (3) days after written demand. Shareholder's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle the Corporation to stop the Work, and/or exercise any remedies it has hereunder. If Shareholder shall comply with all of the terms and conditions of this Agreement, the security deposit and interest or remaining balance thereof, if any, shall be returned to Shareholder.

14. Accessibility. Shareholder agrees that all water, steam, and gas valves will be reasonably accessible. If any portion of the Work should enclose such valves, contrary to the provisions of this Agreement, if requested by the Corporation's Designated Engineer, such portion shall be uncovered at Shareholder's expense for observation. Such enclosure shall be opened and replaced at Shareholder's expense.

15. Use of Public and Common Areas During Work. Shareholder will not allow the halls, sidewalks, courtyards and other public areas to be used for the storage of building materials or debris and agrees that the floor of the back halls to be used in Connection

with the Work will be covered with construction paper during the Work. If the Work mars or damages the back hall, stairs, or elevators, the Corporation may repair them at Shareholder's expense upon the completion of the Work. Shareholder will take or cause their contractors to take all precautions necessary to prevent damage to the carpeting and wallpaper in the Building's hallways, elevators (including the doors and appurtenances) and to other common areas during the progress of the Work. If Shareholder shall fail to promptly perform any repair, Shareholder shall promptly pay all reasonable bills for such repairs.

16. Shareholder to Maintain Certain Safety Precautions. Shareholder agrees that functioning fire extinguishers and smoke alarms will be maintained in the Apartment during the Work. Shareholder agrees that the Work shall not block access to any fire exits in the Building. Shareholder shall have smoke detectors installed within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and Shareholder shall install window guards if a child, or children 10 years old or under lives or resides in the Apartment pursuant to Section 131.15 of the New York City Health Code.

17. Shareholder to Control Refuse, Dirt, Dust, Lead Based Paint, etc.:

a. All precautions will be taken by Shareholder 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 Apartment at Shareholder's expense. Shareholder recognizes that only the service elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Shareholder shall not permit any dumpster or garbage container to be left overnight in front of the Building and shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days at the sides of the Building. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.

b. The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including:

- Limiting access to the work area to workers
- Isolating the work area with polyethylene plastic or equivalent
- Protecting the workers
- Protecting the Shareholder's belongings by covering or removing them from the work area
- Wetting the painted surfaces before disturbing the paint
- Wetting the debris before sweeping.

c. The Task Force has indicated that certain removal practices are unsafe, including:

- Open flame burning
- Power sanding or sandblasting (unless a special vacuum attachment is used to contain dust)
- 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.

Within 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.

18 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.

19. Acceptance of Responsibility by Shareholder and Shareholder's Successor in Interest.

a. The Shareholder releases the 1065 Park Avenue Corporation, Douglas Elliman Property Management, the Corporation's agents and employees from any liability for damage to the portions of the Apartment affected by the Work which may occur in the performance of building maintenance repairs. Notwithstanding anything to the contrary contained in the Lease, the Shareholder accepts sole responsibility for the Work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Apartment affected by the Work, and acknowledges that such

responsibility shall pass to the Shareholder's successor-in-interest in the Apartment.

b. Shareholder or Shareholder's successor-in-interest

1. Shall advise each subsequent purchaser of Shareholder's interest in the Corporation's shares appurtenant to the Apartment (a "Purchaser") of the Work undertaken by the Shareholder and the Purchaser's obligations under this Agreement
2. Shall provide copies of the Plans and this Agreement to the Purchaser
3. Shall waive any claim or cause of action against the Corporation, the Board of Directors or the Managing Agent, for advising a potential Purchaser of the obligations of the owner of the Apartment under this Agreement
4. Have the Assumption of Alteration Agreement, in substantially the same form annexed as Exhibit B, executed by any successor-in-interest

20. Work is of Shareholder's Sole Design. Shareholder recognizes that by granting consent to the Work, the Corporation and its agents do not express any opinion as to the design, feasibility or efficiency of the Work.

21. Miscellaneous. This Agreement may not be changed orally. This Agreement shall be binding on legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.

22. Shareholder's Breach and Corporation's Remedies. SHAREHOLDER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE LEASE, PURSUANT TO WHICH THE CORPORATION'S CONSENT HAS BEEN GRANTED, IN ADDITION TO ALL OTHER RIGHTS, THE CORPORATION MAY ALSO SUSPEND THE WORK AND PREVENT WORKERS FROM ENTERING SHAREHOLDER'S APARTMENT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CORPORATION MAY ALSO REVOKE PERMISSION FOR SHAREHOLDER TO UNDERTAKE THE WORK. ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.

23. Permission. By executing this Agreement the Corporation is granting permission to the Shareholder to perform the Work pursuant to the Plans and this Agreement. This permission can be revoked at any time on written notice to the Shareholder as a result of Shareholder's or its agent's violation of the terms of this Agreement. The Corporation also agrees to perform its obligations under this Agreement.

24. House Rules Prevail. Notwithstanding anything to the contrary herein, in the event of any conflict with the Corporation's house rules, the house rules shall prevail.

**Project Schedule &  
Liquidated Damages Schedule**

<b><u>Issue</u></b>	<b><u>Day</u></b>	<b><u>Date</u></b>
Commencement Date		
Work Period from Start to Finish		180 Working Days
Projected Completion Date		
Damages (\$250.00 per day) begins on		

Tenant Shareholder Signature:	
Social Security Number:	
Tenant Shareholder Signature:	
Social Security Number:	

**PERMISSION GRANTED:  
1065 Park Avenue Corporation:  
Co-op Board President:**

**Mr. Jay Moyer**

**Date: \_\_\_\_\_, 2014**



**1065 Park Avenue Corporation Alteration**  
**1065 Park Avenue, New York, New York 10128**

**SCHEDULE 1**

**ARCHITECT, DESIGNER & CONTRACTOR RELATED GUIDELINES**

NO 'fees', gratuities and/or other payments are required or expected to the Corporation, its Employees or Agents in connection with the alteration or the approval of the Work other than noted herein. If any payments are solicited, the Shareholder should report these actions to an Officer of the Corporation.

Work Days	Monday through Friday excluding Holidays
Work Crews Entry	Building Opens for crew entry @ 9:00 a.m.
Work Crews Exit	Crews must be out of the building <u>by 4:30 p.m.</u>
An English-speaking 'foreperson' must be present at all times while work is in progress.	
Contractor shall be responsible for means, methods, procedures, techniques & sequences of work & shall be responsible for all mandated OSHA Safety requirements & precautions.	
Provide Dust & Debris Barriers, all Exits	
Provide Wall & Floor Protection	
Daily Debris Removal from Premises	
NO Pneumatic or Percussion Power Tools Permitted	
Noise will be kept to a Reasonable Minimum	
NO Storage outside of Apartment is Provided	
NO "Borrowing" of Co-op's Tools or Equipment	
Replace Plumbing Branch Lines to risers	
Provide Plumbing Shutoff Access Panel Doors With one shutoff valve per kitchen, bath	
Jacuzzi-type tubs &/or Steam Showers are NOT Permitted.	

HE washers and self-ventilating dryers only	
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Remember, RESIDENTS live above, below & to the side of the construction zone, BE CONSIDERATE!
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**1065 Park Avenue Corporation**  
**1065 Park Avenue, New York, New York 10128**

**SCHEDULE 2**

***GENERAL PLUMBING REQUIREMENTS***

1	All work shall be performed by NYC Licensed Plumbers who shall submit proof of Valid License to the Resident Manager prior to the Commencement of work.
2	Skilled Labor shall do all work in a First Class Manner.
3	All work shall be done in accordance with NYC Building Code and Reference Standard #16.
4	All work shut-offs & demolition will be coordinated w/ the Resident Manager, daily & prior to work.
5	All piping shall be run parallel or perpendicular to the Walls and Partitions and shall rise perpendicular to the floors.
6	All soil and waste lines in apartments shall be hubless cast iron w/ joints made up w/ stainless steel couplings w/ neoprene sleeves made by clap-all.
7	Vent Lines shall either be hubless cast iron or screwed galvanized steel.
8	All horizontal plumbing runs of piping above ceilings shall be properly supported w/ adjustable clevis hangars spaced so that there is no sagging in the piping.
9	All changes in the size of piping shall be made w/reduced fittings.
10	All water supplies to plumbing fixtures shall be over the rim or shall be provided with NYC Approved back flow preventers.
11	Flush valves & service sinks shall be provided w/ vacuum breakers.
12	Hot & Cold water lines shall be Type L hard drawn copper w/ domestic wrought copper fittings.
13	Cast brass fittings and lead containing solder are NOT permitted.
14	Provide shut-off valves in all branch lines at riser connections.
15	Provide stop-valves at all water connections to all plumbing fixtures.
16	Shut-off valves shall be bronze & shall have union bonnets w/ rising stem and shall be of domestic manufacture.
17	Stop valves shall be chrome plated when exposed to view.
18	Stop valves & shut-off valves will be installed behind access panels where not exposed to view.
19	Provide clean-outs for soil, waste and storm water lines at all offsets of 45 degrees or more.
20	Provide deck plate clean-outs, where necessary.
21	Insulate all hot water supply and cold water piping.

22	Provide mechanical or air chamber shock absorbers at all hot and cold water connections to plumbing fixtures. Mechanical type absorbers require installation of access doors.
23	Provide for thermal expansion of piping in all piping runs.
24	Any control wiring for plumbing equipment shall be the responsibility of the contractor. Wiring shall be Type THWN & installed in accordance w/ NYC Electric Code & the National Electric Code.
25	All connections of dissimilar metals shall be made w/ dielectric fittings.
26	All plumbing fixtures, unused water, soil/waste and connecting piping shall be removed from the building for appropriate disposal.
27	Horizontal runs of storm leaders shall be 1" thick w/ 3 lbs. density fiber glass insulation w/ fire retardant vapor barrier jacket that will be vapor-tight. Fittings shall be insulated w/ performed fiberglass of the same thickness as the piping & covered with white PVC performed jacket. Insulation will be protected from crushing at each hangar.
28	Remember, RESIDENTS live above, below and to the side of the construction zone. BE CONSIDERATE!

## Holiday Observance Schedule

The corporation observes "NO APARTMENT WORK" Rules on the following Holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr. Day	January (3 <sup>rd</sup> Monday)
Lincoln's Birthday	February 12 <sup>th</sup>
Presidents' Day	February (3 <sup>rd</sup> Monday)
Passover (First Day)	March/April (Floating Date)
Good Friday	March/April (Floating Date)
Memorial Day	May (4 <sup>th</sup> Friday)
Independence Day	July 4 <sup>th</sup>
Labor Day	September (1 <sup>st</sup> Monday)
Rosh Hashanah (First Day)	September/October (Floating Date)
Yom Kippur	September/October (Floating Date)
Columbus Day	October 14 <sup>th</sup>
Election Day	November (1 <sup>st</sup> Tuesday)
Thanksgiving Day	November (4 <sup>th</sup> Thursday)
Thanksgiving Day After	November (4 <sup>th</sup> Friday)
Hanukkah (First Day)	December (Floating Date)
Christmas Day	December 25 <sup>th</sup>

On these Co-op Corporation observed holidays:

The Service entrance is closed.

No workmen are allowed in the building, unless of an Emergency Nature.

NO Apartment Alteration, Decorative Work or Furniture and appliance deliveries/work will be allowed.

**Douglas Elliman  
Property Management**

**REQUIREMENTS FOR SUBLETTING  
A COOPERATIVE APARTMENT**

**1065 PARK AVENUE CORPORATION  
1065 PARK AVENUE**

**SHAREHOLDER MUST FIRST REQUEST CONSENT TO SUBLET IN WRITING**  
(must indicate reason, whether the apartment will be leased furnished or unfurnished, expected duration of the sublease, and when the shareholder plans to re-occupy the apartment).

**ONCE CONDITIONAL CONSENT TO SUBLETTING IS GIVEN BY THE BOARD OF DIRECTORS PLEASE SUBMIT THE FOLLOWING:**

**One (1) Original Set and Ten (10) Collated Copy Sets:**

1. Sublease Application (enclosed).
2. Financial Statement (enclosed).
3. Sublease Agreement (enclosed).
4. Sublease Rider (enclosed).
5. Four (4) Personal Letters of Reference.
6. Two (2) Financial Letters of Reference.
7. Letter from Bank stating type of account and amount on deposit in dollars.
8. If you have financing on your apartment, you MUST obtain your lender's written consent to sublet (sample letter attached). If you do not have financing, you must provide the board with a notarized letter signed by each tenant-shareholder stating that fact.
9. Letter from present landlord or managing agent.
10. Certification Letter (enclosed).
11. Acknowledgement Letter (enclosed).
12. Window Guard Form (enclosed).
13. Applicant's Release Form (enclosed).
14. Local Law 1 Lead Form (enclosed).
15. Fire Safety Plan and Brochure (enclosed - for information purposes).
16. **Lead Based Paint Disclosure Forms (enclosed)**

The disclosure documents must be completed in their entirety and submitted for review with the Board Package. **The Board Package will not be sent to the Board of Directors for review unless the Lead Based Paint Disclosure documents are included. NO EXCEPTIONS** will be made. Enclosed is a summary of the Lead Based Paint Disclosure Information.

## Douglas Elliman Property Management

Page Two  
Sublet Requirements  
1065 Park Avenue

### FEES FOR SHAREHOLDER:

**ALL CHECKS MUST BE SEPARATE CERTIFIED, ATTORNEY'S ESCROW CHECKS OR BANK CHECKS OR MONEY ORDERS**

1. Subletting Fee - check payable to Douglas Elliman Property Management in the amount of \$300.00 (non-refundable) **must be submitted with Board package.**
2. Move-out Deposit - check payable to 1065 Park Avenue Corporation in the amount of \$500.00. To be applied against any damages incurred in connection with move-out. Refundable with a satisfactory move-out without any damages **must be submitted with Board package.**
3. Lead Based Paint Disclosure Fee - check payable to Douglas Elliman Property Management in the amount of \$75.00 (non-refundable) **must be submitted with Board package.**
4. Corporation's Processing Fee - check payable to 1065 Park Avenue Corporation in the amount of \$250.00 (non-refundable) **must be submitted with Board package.**
5. Corporation's Sublet Fee - monthly charge of 10% of current maintenance (will be added to your maintenance bill - not to exceed \$100.00 per month).

### FEES FOR SUBTENANT:

**ALL CHECKS MUST BE SEPARATE CERTIFIED, ATTORNEY'S ESCROW CHECKS OR BANK CHECKS OR MONEY ORDERS**

1. Application Fee - check payable to Douglas Elliman Property Management in the amount of \$200.00 (non-refundable) **must be submitted with Board package.**
2. Move in Deposit - check payable to 1065 Park Avenue Corporation in the amount of \$500.00. To be applied against any damages incurred in connection with move-in. Refundable with a satisfactory move-in without any damages **must be submitted with Board package.**

**Send the completed package and appropriate copies to the attention of Katherine Collins, Closing Department, Douglas Elliman Property Management, 675 Third Avenue, 6<sup>th</sup> Floor, New York, NY 10017 [e-mail address: Katherine.collins@ellimanpm.com]**

675 Third Avenue/ New York, NY 10017 • Tel: 212-370-9200/ Fax: 212-692-6123 • www.ellimanpm.com

## Request for Taxpayer Identification Number and Certification

Give this form to  
 the requester. Do  
**NOT** send to IRS.

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)	
Business name (Sole proprietors see instructions on page 2.)	
Address (number and street)	List account number(s) here (optional)
City, state, and ZIP code	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Obtain a TIN**, below.

Social security number								

OR

Employer identification number								

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

### Part II For Payees Exempt From Backup Withholding (See instructions on page 2)

Requester's name and address (optional)

**Certification.**—Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see **Signing the Certification** on page 2.)

Please Sign Here

Signature ►

Date ►

(Section references are to the Internal Revenue Code.)

**Purpose of Form.**—A person who is required to file an information return with the IRS must obtain your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. Use Form W-9 to furnish your correct TIN to the requester (the person asking you to furnish your TIN) and, when applicable, (1) to certify that the TIN you are furnishing is correct (or that you are waiting for a number to be issued), (2) to certify that you are not subject to backup withholding, and (3) to claim exemption from backup withholding if you are an exempt payee. Furnishing your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form.

**How To Obtain a TIN.**—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

To complete Form W-9 if you do not have a TIN, write "Applied for" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have

60 days to obtain a TIN and furnish it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN to the requester. For reportable interest or dividend payments, the payer must exercise one of the following options concerning backup withholding during this 60-day period. Under option (1), a payer must backup withhold on any withdrawals you make from your account after 7 business days after the requester receives this form back from you. Under option (2), the payer must backup withhold on any reportable interest or dividend payments made to your account, regardless of whether you make any withdrawals. The backup withholding under option (2) must begin no later than 7 business days after the requester receives this form back. Under option (2), the payer is required to refund the amounts withheld if your certified TIN is received within the 60-day period and you were not subject to backup withholding during that period.

**Note:** Writing "Applied for" on the form means that you have already applied for a TIN OR that you intend to apply for one in the near future.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

**What Is Backup Withholding?**—Persons making certain payments to you are required to withhold and pay to the IRS 20% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends,

broker and barter exchange transactions, rents, royalties, nonemployee compensation, and certain payments from fishing boat operators, but do not include real estate transactions.

If you give the requester your correct TIN, make the appropriate certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS notifies the requester that you furnished an incorrect TIN, or
3. You are notified by the IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You fail to certify to the requester that you are not subject to backup withholding under (3) above (for reportable interest and dividend accounts opened after 1983 only), or
5. You fail to certify your TIN. This applies only to reportable interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

Except as explained in (5) above, other reportable payments are subject to backup withholding only if (1) or (2) above applies. Certain payees and payments are exempt from backup withholding and information reporting. See **Payees and Payments Exempt From**



## APPENDIX 4

### CURRENT BUILDING EMPLOYEES

<b>Name</b>	<b>Position</b>	<b>On Staff Since</b>
Steve Teri	Resident Manager	September 12, 2005
David Mahler Jorge Guzman	Concierge Handyman	March 7, 2011 March 26, 2003
Carlos Resto	Doorman	April 20, 1988
Jason Vasquez	Porter	March 26, 2006
Lenin Saenz	Night Doorman	February 10, 2010
Nate Ramsey	Part-time Doorman	May 5, 2011
Iljjaz (Eli)Drekovic	Part-time Doorman	February 11, 2013
Donald J. Dowd	Doorman	January, 2000

# APPENDIX 5

## FIRE SAFETY PLAN

### PART I - BUILDING INFORMATION SECTION

**BUILDING ADDRESS: 1065 PARK AVENUE, NEW YORK, NY 10128**

**BUILDING OWNER/REPRESENTATIVE:**

**Name:** Douglas Elliman Property Management, LLC.  
**Address:** 675 Third Avenue, New York, NY 10017  
**Telephone:** (212) 370-9200

**BUILDING INFORMATION:**

**Year of Construction:** 1974

**Type of Construction:** NON-COMBUSTIBLE

**Number of Floors:**

Above Ground 30

Below Ground 1

**Sprinkler System:** YES

**Sprinkler System Coverage:** COMPACTOR ROOM, GARAGE, LOBBY

**Fire Alarm:** NO

**Location of Manual Pull Stations:** N/A

**Public Address System:** NO

**Location of Speakers:** N/A

**Means of Egress:** (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads To:
Enclosed Interior Stairwell	A	Side of Elevator	Lobby
Enclosed Interior Stairwell	B	Side of Elevator	Lobby

Other Information: **1X6" STANDPIPE IN "A" FED BY 10,000 GAL. ROOF TANK W/F.D. PUMPER CONNECTION PROVIDED**

## **PART II - FIRE EMERGENCY INFORMATION**

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. FIRE SAFETY PLAN CONTAINS:

Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.

Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.

Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

### **IN THE EVENT OF A FIRE**

**CALL 911**

**OR THE FIRE DEPARTMENT DISPATCHER, AT**

<b>Manhattan</b>	<b>(212) 999-2222</b>
<b>Bronx</b>	<b>(718) 999-3333</b>
<b>Brooklyn</b>	<b>(718) 999-4444</b>
<b>Queens</b>	<b>(718) 999-5555</b>
<b>Staten Island</b>	<b>(718) 999-6666</b>

**OR TRANSMIT AN ALARM FROM  
THE NEAREST FIRE ALARM BOX**

## *BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES*

These are fire safety tips that everybody should follow:

Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.

Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.

Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.

Do not leave cooking unattended. Keep stovetops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.

Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit breakers.

Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.

Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.

Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.

With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.

Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

## *BUILDING INFORMATION*

### **Building Construction**

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as “fireproof” or “non-fireproof.” Residential buildings built in or after 1968 are generally classified either as “combustible” or “non-combustible.” The type of building construction generally depends on the size and height of the building.

A “non-combustible” or fireproof building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or in space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A “combustible” or “non-fireproof” building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

### **Means of Egress**

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

**Interior Stairs:** All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

**Exterior Stairs:** Some buildings provide access to the apartment by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

**Fire Tower Stairs:** These are generally enclosed stairwells in a “tower” separated from the building by airshafts open to the outside. The open airshafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a “secondary” or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

### ***Fire Sprinkler Systems***

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

### ***Interior Fire Alarm Systems***

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review part I (Building Information Section) of this safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

### ***Public Address Systems***

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby.

Public address systems are different from the building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review part I (Building Information Section) of this safety plan to learn whether your building is equipped with a public address system.

### *EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS*

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

**THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES**

#### **General Emergency Fire Safety Instructions**

Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene within minutes.

Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.

Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have clear a path of retreat from the room.

If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.

Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.

If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

#### **Evacuation Instructions If The Fire Is In Your Apartment (All Types of Building Construction)**

Close the door to the room where the fire is, and leave the apartment.

Make sure EVERYONE leaves the apartment with you.

Take your keys.

Close, but do not lock, the apartment door.

Alert people on your floor by knocking on their doors on your way to the exit.

Use the nearest stairwell to exit the building.

**DO NOT USE THE ELEVATOR.**

Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.

Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

### **Evacuation Instructions If The Fire Is Not In Your Apartment**

#### **“NON – COMBUSTIBLE” OR “ FIREPROOF” BUILDINGS:**

Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.

If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.

If you can safely exit your apartment, follow the instructions above for a fire in your apartment.

If you cannot exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.

Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.

Open windows a few inches at the top and bottom unless flames and smoke are coming from below. Do not break any windows.

If conditions in the apartment appear life – threatening, open a window and wave a towel or sheet to attract the attention of firefighters.

If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

#### **“COMBUSTIBLE” OR “NON – FIREPROOF” BUILDING**

Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.

Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.

If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children

If you cannot use the stairs or the fire escape, call 911 and tell them your address, apartment number and the number of people in your apartment.



Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.

Open windows a few inches at the top and bottom unless flames and smoke are coming from below. Do not break any windows.

If conditions in the apartment appear life – threatening, open a window and wave a towel or sheet to attract the attention of firefighters.

If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible retreat to a balcony or terrace away from the source of the smoke, heat or fire.