

Linden East Condominium

RESIDENT HANDBOOK

Revised 2006 / 2015 / 2016 / 2018 / 2019 / 2020

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SUMMARY

INTRODUCTION

The Board of Managers wishes to extend a warm welcome and we hope you enjoy living at Linden East.

The Board of Managers is elected by the unit owners to serve our community. Our functions are to manage the finances of the community, interpret the Declaration and By-laws of the Condominium and try to keep our community problem free and a pleasurable environment in which to live.

The following pages contain information, which we feel is important to you and your investment in the Condominium. Its purpose is to inform you and make your life here more enjoyable.

The Condominium is controlled by a “constitution” that includes the Declaration, the By-laws, and the Rules and Regulations. This handbook contains the Rules and Regulations but not the Declaration and By-laws. It is the responsibility of the seller of a unit to provide a subsequent buyer with a copy of the Linden East Condominium Declaration and By-laws and the Rulebook at the time of closing.

If you do not have copies of the Declaration and By-laws, you may request copies from the office of the Managing Agent – (You will be charged for the copy expense). These documents are extremely important; they include your rights and obligations. When you signed the deed for your condominium unit at Linden East, you were signing that you have these documents and that you will abide by them – you are legally bound by them.

All Linden East residents are welcome to attend Board Meetings, which are usually held on the fourth Monday of each month. Please contact the Managing Agent for the location of the meetings. The Managing Agent will notify the President of the names of the residents who will be attending.

RULES AND REGULATIONS

1. RULES SUBJECT TO FINES

These rules have been established to insure every resident of Linden East the enjoyment of carefree living along with privacy and safety. Violations of these rules are subject to fines in the amount of \$50.00 per initial occurrence, or billed at cost incurred by Linden East. Repeated violations will be subject to fines of \$100.00. Fines are payable within thirty (30) days after notice. If not paid, the amount of the fine will be added to and will become a part of the assessment for the unit. If a fine is not paid after it has been added to the assessment, a lien will be placed against the unit itself.

1. NO PERSONAL PROPERTY is to remain on the common elements overnight. (Lightweight portable patio furniture may be left on the balcony.)
2. Rubbish containers and recycling shall be stored in the garage area. Rubbish/ recycling shall not be placed at the curb until noon (12:00 pm) the day prior to collection. Rubbish and recycle boxes are to be returned to the garage by noon (12:00 pm) the day after pick up. Rubbish is to be taken out weekly. (See section XVI)
3. Grills, or any other devices designed for burning, shall not be used, operated, or stored at any time on the wood balcony of the terrace unit, or used directly adjacent to the building. (See section VII)
4. Plantings adjacent to the building and their maintenance are the responsibility of Linden East. No plantings are to be removed. (See section XIII)
5. Plantings of fruits, vegetables or herbs are not permitted in the beds adjacent to the building or on any other common property.
6. Hanging potted plants attached to the building, mobiles, wind chimes, banners, lawn ornaments, etc. shall not be allowed on any portion of the common elements or the balconies.
7. No artificial flowers are allowed in any of the common elements, the balconies, or the railings of the terrace unit. A maximum of two (2) flowerpots are allowed per unit. Flowerpots are not allowed on the railings or steps of the terrace unit. Ranch unit only is allowed 1 Shepard hook with hanging flower pot. Townhouse unit may place 1 flowerpot under mailbox and 1 in the side flower bed or 2 pots in the side flower bed. Annual flowers only are permitted around trees and cable boxes (with approved variance).
8. No fencing of any type is allowed.
9. No exterior modifications or additions to the buildings are allowed. (See section XVII & III)

10. A fine will be levied for any work done in the common elements without an approved variance request.
11. For the safety of all children at Linden East, wading pools containing water shall not be left unattended at any time. (See section VII)
12. No laundry shall be hung out to dry on the common elements.
13. Window air conditioning units or window fans that displace the screens are not allowed. (See section II)
14. Missing or torn screens, broken windows, or windows with deteriorating tapes between the Thermopane must be replaced within sixty (60) days of written notification unless special arrangements are made with the Board.
15. Condensation build-up between the Thermopane windows results when the seal has been broken and replacement is the only solution. Thermopane windows with excessive moisture (as determined by the Board) must be replaced within sixty (60) days of written notification unless special arrangements are made with the Board.
16. PETS
 - a. Pets (including cats) may not be fenced or staked on the common elements. No pets may be affixed or attached to the building in any manner. Pets must be restrained at all times by use of a hand held leash while on common property. Owners are responsible for control and clean up after their pet on the common elements. (See section XII). Tenants cannot have pets, as of March 2006.
 - b. Cats are not permitted to roam freely outdoors. (See section XII)
17. "FOR SALE" signs shall be limited to one sign 18 inches by 24 inches in the garage window. (See section XVI)
18. The unit owner shall correct damage to the common elements caused by leakage from a parked vehicle.
19. For security purposes the garage door should be completely closed.
20. Property stored in the garage should not attract and/or harbor insects, pests, or rodents.
21. PARKING
 - a. Each unit includes two (2) parking spaces, one in the garage and one directly behind the garage space.

- b. Only licensed, operable motor vehicles may be parked outside the garage. Campers, trailers, snowmobiles, boats, and vehicular attachments, or other types of vehicles must be stored inside the garage and cannot prohibit the closing of the garage door.
 - c. Motor homes, recreational vehicles (RV's) or any vehicle extending more than nineteen feet from the overhead garage door cannot be parked outside the garage doors.
 - d. Parked vehicles or other property stored in the garages must be at least two feet away from the closets and the open storage areas belonging to each unit.
 - e. Parking is prohibited between the garage doors at each building, on the lawns or on the service roads.
 - f. Vehicles must be parked in the driveway and must not obstruct the private roadways (service roads).
 - g. Guest parking is limited to seven spaces adjacent to the picnic/playground area and three spaces behind East Linden Avenue. Guest parking is limited to forty-eight (48) hours unless other arrangements are made through the managing agent. The guest parking spaces are not for use by residents of Linden East.
 - h. Vehicles illegally parked will be subject to towing at the owner's expense.
 - i. Snow removal: When snowfall exceeds three inches and plowing is necessary, remove vehicles between 9:00 am and 3:00 pm so the entire driveway can be cleared.
 - j. See RULES AND REGULATIONS Section XI and INFORMATION Section VIII.
22. Property stored in violation of the Linden East Condominium Rules shall be subject to removal and / or storage at the owner's expense after (10) days written notice of such violation.
23. Any violation of the terms of the Declaration, By-laws, or the Rules and regulations of the Condominiums is an offense subject to fine.
24. Any extra cost incurred by the Condominium for upkeep, maintenance, or repair due to the negligence of a unit owner, or his or her tenants or guests, will be charged to the unit owner's account.
25. In the event that the Board has to notify the unit owner of a needed repair, such notification will include a time frame within which the unit owner must make the needed repair. Failure to make the repair within the allotted time frame can result in fines to the unit owner's account.
26. Water hoses shall be stored neatly as to not obstruct the sidewalks.

II. AIR CONDITIONERS

Only central air conditioning is permitted at Linden East. Unit owners must provide condenser dimensions and a leveling pad must be used under condenser (new 7/2019). Obtain a variance request form from the managing agent prior to the installation of any air conditioning unit whether it is new or a replacement. Allow at least one month for the variance request to be approved. No work should be done prior to the receipt of written approval. Written notification will be sent to the unit owner. (See section XVII)

III. SATELLITE DISHES

Before submitting a variance request for the installation of a satellite dish, a unit owner must obtain Installation Specification Rules from the managing agent. A variance request form must be obtained and approved by the Board before any work may begin. Allow at least one month for approval. Written notification will be sent to the unit owner. Satellite dish must be mounted on the roof of the unit it serves, not elsewhere on the building roof. (See Rules & Regulations, section XVII)

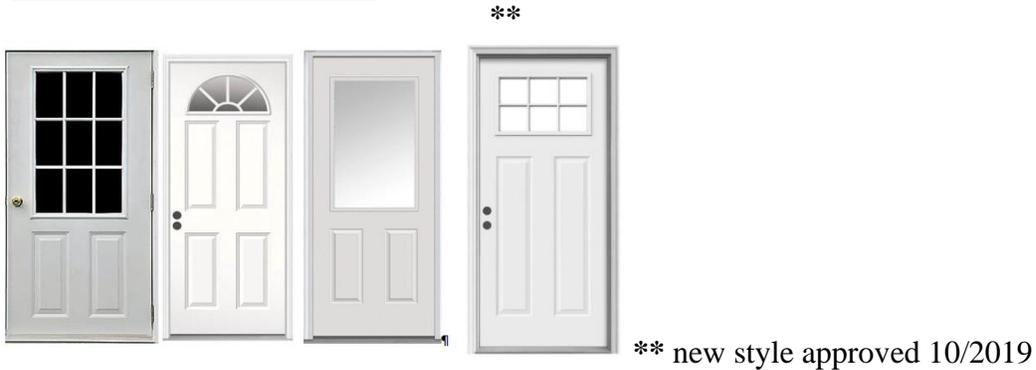
IV. COMMON/RESTRICTED COMMON ELEMENTS

Remember anything outside each front door is considered part of the common elements and must be treated as such in all instances. Consequently, all unit owners are responsible for damages, repair, etc. of the common elements. In order to maintain an attractive appearance at Linden East, no unit owner or renter may make any alterations, constructions, additions, painting, trees and shrubs, etc. to common elements (outside the interior to the unit), including the interior of the garage, balconies, and attic spaces.

V. ENTRY DOORS

Replacement of the unit entry door must be approved style and of solid core construction. The entry door must be white, preferably factory finished, not just primer. Future painting of the entry door is the responsibility of Linden East. Before replacing the unit entry door, a unit owner must submit a variance request for approval. No work should be done prior to receipt of written approval. Allow at least one month for the variance request to be approved. Written notification will be sent TO THE UNIT OWNER. No work should be done prior to receipt of written approval. (See Rules & Regulations, section XVII)

Approved Entry Door Styles



GARAGES

The garage is a restricted common element. In order to keep relations with neighbors friendly; a unit owner must obtain, in writing, the permissions of the neighbor with whom a garage is shared before a variance request will be approved. The unit owner must submit a variance request for approval before making any alterations to the garage interior. A variance request form should be obtained from the managing agent. Allow at least one month for approval. Written notification will be sent to the unit owner. No work should be done prior to receipt of written approval. (See section XVII)

The horizontal beam in the garage is a support beam and cannot be modified in any way.

Linden East maintains garage doors. Linden East is not responsible for garage door openers.

The walls in each garage are considered a restricted common element. If a unit owner inadvertently damages the walls or any other part of the garage, that homeowner is expected to arrange for and pay for all necessary repairs.

The Building Committee periodically makes building inspections and reports any damage to the managing agent for follow-up and billing.

VI. GRILLS

For the protection of our property, and for the good of our community, grills are to be stored in the garage after the coals have been removed and all parts are cold.

Do not use any type of grill on the balcony of the terrace unit. Do not grill under the balcony area. Do all grilling at least 10 feet away from the building. Never place a warm or smoldering grill back into the garage. Use extreme caution when using starter fluids so that the fire does not excessively spark or shoot up out of control. Grills may not be left out overnight.

VII. KIDDIE POOLS

The use of swimming pools, including kiddie pools, on the common elements of the Condominium poses a significant safety threat and constitutes a serious liability for both their owners and the Condominium. Any pool must be taken inside each day. For the safety of all children at Linden East, all pools containing water shall not be left unattended at any time.

VIII. MONTHLY MAINTENANCE FEE

The Condominium's collection policy is as follows:

1. Each unit owner's common charge will be due and payable no later than the first day of each month.
2. Any unit owner whose common charge is not paid by the 10th of said month will be assessed a fifteen dollar (\$15.00) late charge.
3. When common charges remain unpaid for two (2) months, the respective unit owner is to be notified of a lien being filed against his/her property.
4. When common charges remain unpaid for one hundred days (100) or more, the respective unit owner will be notified of a court action to be commenced for recovery of the unpaid charges.
5. Any collection costs and attorney fees will be added to the total arrearages and accumulated late charges at the time an action is commenced in court. Collection fees and costs are the responsibility of the unit owner.

IX. NUISANCES

Unit owners shall not cause or permit any disturbing noises, including but not limited to noise from stereos, televisions, radios, vocalization or musical instruments, to be produced or to emanate from their units or common elements.

The unit owners are responsible for the behavior, decorum and actions of the families, guests, invitees, licensees and tenants, including violations of the Rules and Regulations of the Condominium.

TO OBTAIN IMMEDIATE ACTION CALL 911

Complaints concerning infractions of this rule shall be reported to the Board in writing through the managing agent. These complaints will not be given consideration unless they are reported in writing, by first class mail. Disagreements concerning violation or continuance of any offense will be examined and reviewed by the Board for appropriate action, which may include a fine per incident.

XI. PARKING RULES AND REGULATIONS

1. INTRODUCTION

Parking has always been a problem at Linden East. Because the East Rochester streets and our own private drives are rather narrow, we must all cooperate in obeying these Rules and Regulations in order to ensure safety and access to our garages.

2. EAST ROCHESTER ORDINANCES

East Rochester ordinances apply to parking on DePaul Drive, Milrace Drive, Lincoln Mills Road, and East Linden Avenue.

3. LINDEN EAST REGULATIONS

- A. Parking Areas: Each unit includes two (2) parking spaces, one in the garage and one directly behind the garage space.
- B. NUMBER AND TYPE OF VEHICLES: Because each unit has two (2) parking spaces, the residents of each unit may keep only two (2) vehicles at Linden East. Only licensed, operable motor vehicles may be parked outside the garages. Any campers, trailers, snowmobiles, boats, vehicular attachments, or other types of vehicles must be stored inside the garages and cannot prohibit the closing of the garage door.
- C. CLOSETS: Parked vehicles or other property stored in the garages must be at least two (2) feet away from the closets and the open storage areas belonging to each unit.
- D. LENGTH LIMIT: Because our private driveways do not allow excess room for turning, the vehicles parked on the driveway behind the garages may not extend more than nineteen (19) feet from the overhead garage door.
- E. GUEST PARKING: Guest parking is limited to seven (7) parking spaces adjacent to the picnic/playground area and three (3) spaces behind East Linden Avenue. Guest parking is limited to forty-eight (48) hour use. Arrangements for longer guests parking privileges may be made through the managing agent. The guest parking spaces are not for use by residents of Linden East.
- F. PARKING PROHIBITED: Parking is prohibited in the area between the garage doors at each building. Parking is also prohibited on the lawns and private roadways (service roads) at Linden East.
- G. SNOW REMOVAL: To facilitate snow removal, all vehicles must be removed from the parking spaces behind the garages between the hours of 9:00 am and 3:00 pm on days which more than three (3) inches of snow have fallen.

H. PENALTIES FOR PARKING VIOLATIONS: Vehicles parked in violation of these Rules and Regulations shall be subject to fines and towing.

1. A fine shall be levied for each parking violation. Repeated violations will be subject to fines elevated fines. Notice of the violations will be posted on the vehicle, which is parked in violation of a rule or regulation.
2. Vehicles parked in violation of these rules and regulations may also be towed and stored at the expense of the owner. Vehicles parked on the private roadways and other areas so as to create a potential emergency situation may be towed. Owners of vehicles parked in violation of these rules and regulations, but not in a manner as to create a potential emergency situation, shall receive one notice prior to towing.
3. Potential emergency situations shall include any situations, which may result in injury or damage to persons or property. Determination of whether a potential emergency situation exists shall be made at the sole discretion of the managing agent or the Board of Managers.

XII. PETS

Dogs, cats and other pets can present a sanitation problem, permanently damage lawns and shrubbery, be a potential danger to children, and can cause deterioration in community relations. Therefore, the following rules should be followed:

1. It is the responsibility of the pet owner to control and clean up after his or her pet on common elements. This is also a Village of East Rochester Ordinance.
2. Staking out or fencing in of any animal on any common elements (including garage and terrace areas) is prohibited. No pets may be affixed or attached to the building in any manner.
3. While on common elements, all pets must be restrained at all times by the use of a hand-held leash.
4. Also, the ordinance as set by the Village of East Rochester pertaining to animals will apply to the Linden East Community as if it were public property. Therefore, if there is a problem with a loose animal, barking dog, etc., please contact the Dog Warden. The Warden will contact the animal's owner and discuss the problem.
5. Renters, as of March 2006, are not allowed dogs or cats.
6. Owners are permitted to have indoor cats. Outdoor cats are no longer permitted as they are causing damage to the common elements.

7. When it is determined that a particular pet has caused or contributed to the destruction of common elements, the unit owner responsible for that pet will be assessed for the cost of repair or replacement of the damaged area.

XIII. PLANTINGS

Residents who have had a variance request approved for private plantings are responsible for their maintenance.

Residents are not permitted to remove any of the shrubs or ground cover planted by the Condominium. If a resident fails to maintain his or her private plantings (or moves away from Linden East), the Condominium reserves the right to take over the area affected. For flowerpots see rules subject to fines, rule 7.

XIV. RUBBISH/RECYCLING PICK-UP

The Department of Public Works, Village of East Rochester, will pick up your rubbish and empty the blue recycling box on Thursday of each week. Bulk trash and large items are picked up, on the normal pick up day, according to the published ER DPW schedule. Unit owners who put out bulk items at other times will be charged a pick up fee by the Village.

It is the unit owner's responsibility to be familiar with the recycling laws in Monroe County. These guidelines are in the White Pages of the Rochester telephone book.

Tires will not be picked up at the curb by East Rochester DPW. Residents must recycle them. A possible recycling center is Northside Salvage, for a minimal cost.

Hazardous wastes and containers, such as paint and solvents, may not be left at the curb. Contact 585-760-7600 for disposal.

Changes in rubbish pick-up due to holidays are published in the East Rochester Community News and on cable channel 12.

Please place your trash/recycling containers on the grass near the road. In order to prevent an unsightly neighborhood, rubbish/recycling is to be taken out weekly on the day previous to collection, after 12:00 noon. Trash cans and recycling blue boxes are to be picked up no later than 12:00 noon the day after pick up and returned to your garage.

Space for containers is provided in each garage and it is requested that special care be taken to place trash in solid metal or polyethylene containers with covers and handles that can be securely closed. If plastic garbage bags are used, please make sure the bags are tightly secured. This prevents animals from opening the containers and causing a health hazard, as well as a mess.

XV. SCREEN/STORM DOORS

Before making any changes to the outside of a unit, including the addition or replacement of a screen/storm door, a unit owner must submit a variance request for approval. No work should be done prior to receipt of the approved variance request. Allow at least one month for the variance request to be approved. (See section XVII.)

The screen/storm door must be white in color.

The screen/storm door must be an approved design (see diagrams).

The screen/storm door must be of metal construction, vinyl covered wood core, or metal covered wood core.

Approved Storm/Screen Door Styles



XVI. SIGNS

All signs are prohibited except a paper or cardboard "for sale" sign attached to the inside of a window of the overhead garage door. "Open house" signs are permitted up to, but not to exceed, six hours per week.

One security sticker is permitted to be placed in a window.

XVII. VARIANCE REQUESTS

If there is any question as to whether the anticipated change requires a variance request, contact the managing agent.

A variance request must be submitted before any exterior alteration. Examples: installing or changing a screen/storm door, an entry door, a window unit, cable TV, a satellite dish, AC unit, or changing the garage interior. For planting in common elements (which includes the beds around the ranch unit) see Rules & Regulations, section XIII.

The variance request form is available from the managing agent and must be submitted to the Linden East Board of Managers before any work is commenced. Allow at least one month for the variance request to be approved. No work is permitted to be done prior to written approval. Written notification will be sent to the unit owner.

Upon the written approval of the Board, the change may be effected. If the change is not made within four (4) months of the date of approval, approval of the variance request is automatically revoked.

If an alteration to a common element is discovered which does not have an approved variance request, a fine will be levied and notification will be sent to the unit owner requesting a variance. If it is not received within ten (10) days, a second letter will be sent to the unit owner indicating that the area will be returned to its original condition and the unit owner will be charged for the work. If a variance request is still not received and approved, action can be taken to return the area to its original condition within ten (10) days.

Emergency requests for common elements alterations will be handled on a case-by-case basis. Please call the managing agent.

XVIII. VISITORS AND TENANTS

It is the responsibility of the residents to inform visitors and make certain they adhere to all rules, regulations, and guidelines of Linden East.

All unit owners who rent their property to another party must inform their tenants of the rules, regulations, and guidelines of Linden East and have the tenants sign the Linden East Lease Rider. The unit owner will be held legally responsible for those actions and activities of the renting parties and their guests, which prove detrimental to the Condominium: Tenants are responsible to adhere to the rules and regulations.

Anyone living in a unit other than the immediate family of a unit owner is considered to be a tenant. The unit owner is to provide the managing agent with a copy of the new tenant's lease with contact information & signed lease rider at the time of occupancy and provide the tenant with a copy of the Linden East Handbook.

A tenant has all the rights of a unit owner (except for voting & pets) and also has the same responsibility to abide by the rules for condominium living.

The owners of individual units are fully responsible for their units whether occupying the units themselves or renting them to others. In order to provide for the orderly administration of the Condominium, the following provisions shall apply to the rental of units:

- 1 No transient or hotel purpose rentals. No owner shall rent his or her unit for transient or hotel purposes, which shall be defined as rental for any period less than one year, unless such rental arrangement is made with a contract purchaser in connection with the purchase of the unit. This provision shall not apply to the Board of Managers or any institutional lender in possession of the unit following default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.
- 2 Lease of the entire unit. No owner shall rent less than the entire unit.
- 3 Leases subject to Condominium documents. All leases shall be subject to the provisions of the Declaration and the By-laws of Linden East and the Rules and Regulations adopted under the terms of the By-laws. This requirement shall be satisfied by the inclusion in the lease of a Rider furnished by the Board. The rider shall clearly state that violation of the terms of the Declaration and By-laws or the Rules and Regulations of the Condominium, unless remedied within thirty (30) days after the tenant receives written notice of such violation, shall constitute default under the terms of the lease.
- 4 Responsibility of the Owner. The owner shall furnish a copy of a signed lease & lease rider for any unit at the Condominium to the managing agent within thirty (30) days. The owner shall, at all times, remain responsible for the compliance of the unit with the Declaration and By-laws and The Rules and Regulations of the Condominium. Rental of the unit does not absolve the owner of this responsibility.
- 5 Enforcement. In the event a tenant of a unit fails to comply with the provisions of the Condominium's documents, the Board of Managers,

The Condominium may notify the owner of such violation and demand that the same be remedied through the owner's efforts within forty-five (45) days after such notice. The owner shall immediately give the tenant written notice of the violation after which the tenant shall have thirty (30) days to remedy the violation.

If such violation is not remedied within said forty-five (45) day period, then the owner shall immediately thereafter, at his or her own cost and expense, institute and diligently prosecute an eviction action against the tenant on account of such violation. Such action shall not be uncompromised or settled without the prior written consent of the Board of Managers.

In the event the owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such actions as attorney in-fact for the owner and at the owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Board and shall be deemed to constitute a continuing lien on the defaulting owner's unit, which may be enforced by the Board of Managers.

The rights granted to the Board under this section should be in addition to its other rights

under the Declaration, By-Laws and the Rules & Regulations of the Condominium.

6. Fines. The violation or breach of any provision found within this section XVII is an offense subject to fine. Violations specific to owners who rent their condo are subject to fines, in addition to Section I, as follows:

- *The required 12-month signed lease & required lease rider not on file with Kenrick Corporation.

- *Tenant has a dog.

For each violation: 1ST OFFENCE \$100, 2ND OFFENCE \$200, NO EXCEPTIONS.
Each fine begins when the tenant moves in, not when the violation is reported.

LINDEN EAST CONDOMINIUM

LEASE RIDER

This rider is attached to any lease of a residential dwelling unit within Linden East Condominium. The Landlord and Tenant named in the lease agree for the benefit of Linden East and its Board of Managers as follows:

- 1 A violation of the terms of the Declaration, By-laws, or Rules and Regulations of the Condominium, unless remedied within thirty days after the tenant receives a written notice of such violation, shall constitute default under the terms of the lease.
- 2 The landlord shall furnish a copy of the signed 12-month lease and lease rider for any unit at the Condominium to the managing agent within thirty (30) days of execution of the lease.
- 3 The landlord shall at all times remain responsible for compliance of the unit with the documents of the Condominium. Rental of the unit to the tenant does not absolve the landlord of this responsibility.
- 4 Section 5 of the Tenant rules found in the Rules and Regulations of the Condominium are incorporated into this lease rider in their entirety and made a part of this lease.
- 5 The landlord and the tenant specifically acknowledge that they are bound by and are responsible for the obligations and duties found in said rules and regulations and agree that they are so bound for the benefit of the Condominium and its Board and that any remedies granted to the Condominium in such rules are acknowledged to be available to the Board at its discretion.
6. As of March 2006 Renters are not allowed dogs or cats.

Dated: _____
LANDLORD

Dated: _____
TENANT

Dated: _____
TENANT

Tenant Phone _____

Tenant Phone _____

Tenant email _____

Tenant email _____

XIX. WINDOWS

Before replacing a window (other than a broken pane), a unit owner must submit a variance request for approval. Allow at least one month for the variance request to be approved. No work should be done prior to receipt of the approved variance request. (See Rules & Regulations, section XVII.) Replacement must be identical style & configuration. Sliding windows can have White or Brown exterior. For window glass see INFORMATION Section XIII.

XX. GENERATORS

Permanently installed, whole house generators are not allowed at Linden East Condominium. (added 1/2020)

INFORMATION

I. COMMON ELEMENT MAINTENANCE

At one time or another every resident needs some work done to a common element. All requests for maintenance and service to COMMON ELEMENTS ONLY should be directed to the managing agent, who will initiate the action that the situation requires.

For EMERGENCIES ONLY, please contact the managing agent. At times other than normal business hours, your call will be connected to the managing agent's emergency answering service, who will immediately contact maintenance personnel to respond to your emergency.

If a resident has any questions or comments regarding maintenance services, please contact the managing agent. Personnel working at Linden East have been directed to refer residents to the managing agent to express their concerns. Your cooperation is appreciated.

II. FURNACES

Filters should be cleaned frequently; this may range from once a month to once during the heating season depending on each individual home. New filters may be purchased from any furnace supplier or local hardware store.

The furnace motor, as all motors in the home, requires maintenance and should be oiled according to instructions. IN CASE OF EMERGENCIES, ROCHESTER GAS AND ELECTRIC MAINTAINS CREWS 24 HOURS A DAY AND WILL RENDER ASSISTANCE.

PLEASE DO NOT TURN YOU THERMOSTAT DOWN TOO LOW. We recommend a minimum setting of 60 degrees to minimize the threat of frozen water lines and severe damage from flooding.

III. FUSE BOX

The fuse box is a circuit breaker type. This will kick off the switch when an overload or short occurs. All that is necessary is to reset the switch. If the switch will not stay, do not force it. Check appliances on the circuit or contact an electrician to check the circuit.

IV. IN CASE OF FIRE

EMERGENCY PHONE NUMBER- FIRE, CRIME, and AMBULANCE: 911

Inform the fire department as to the exact location of the fire. Remember, anything which delays the fire department from reaching the fire scene, increases the possibility of injury and damage.

V. INSURANCE

Included in the monthly maintenance fee is an insurance premium covering common elements. The condominium fire and liability insurance covers common elements and the entire unit including inside walls, doors, cupboards, plumbing, insulation, attic, roof, light fixtures, wires, and bricks (including improvements). There is a deductible on this insurance policy.

Please note, however, that repair costs for water damage are the responsibility of the owner of the unit from which the leak occurred. For example, if a water heater leaks or a washing machine hose fails, the cost of the repair of the resultant damage is the responsibility of the unit owner.

It is the responsibility of each resident to provide adequate insurance through a private carrier for the contents of the unit (furniture, clothing, appliances, personal items, etc.) and for the liability coverage for occurrences inside the unit.

VI. NOISE RESTRICTIONS

All residents should be aware that the following noise ordinance is in effect in the Village of East Rochester. There should be no noise from any radio, stereo, television, tape recorders, mufflers, or from any sound producing devices which will disturb the comfort of others. Residents should notify police of any noise complaints. Any second time complaints should be sent to the police in written form and the resident's name must appear on the second complaint. Offenders will then be brought to court.

VII. OUTSIDE FAUCETS

Outside faucets are common elements. Although the hose bibs used in the buildings are anti-freeze, they will break under certain conditions. Antifreeze only means one thing: the hose bibs are long stemmed and there is no water in the line to the outside of the building.

1 Should an outside faucet be left on or dripping for any length of time during cold weather, ice will build up and cause the water to back up in the line and, therefore, break. This line would normally be empty.

2 Hoses that are used in the winter must be disconnected. Water in the hose will expand, but the water left in the faucet and water line will rupture the piping. A line may rupture from freezing and it will not be known until the next time the water is turned on.

VIII. SNOW REMOVAL

In the fall, before the first snow flies, stakes will be installed in the ground at the edges of the driveways. This helps when plowing, as the plow blade can be lifted before it digs up the lawn. Assistance in leaving these stakes in place during the winter months would be appreciated. It may mean making an extra swing in order to get into the driveway, but in the spring it will be worth the effort.

Removal of all items placed on sidewalks (especially welcome mats) is required by October 31st each year to prevent damage to the snow blowers while clearing sidewalks.

In order to minimize damage to lawns and the concrete sidewalks, a melting product (calcium chloride) is provided which does not have the damaging characteristics of salt, but which costs more than salt. Please use this product sparingly and spread it as evenly as possible. The containers are placed in the garages (rain and snow can cause the product to cake). If the container is near empty, please call the managing agent.

The snowplows will plow all roadways by 7:00am. The aprons, or driveways, will be plowed between 9:00am and 3:00pm. When snowfall exceeds three (3) inches and plowing is necessary, Please remove your vehicles between 9:00 am and 3:00 pm so the entire driveway can be cleared.

IX. VEHICLE EXHAUST FUMES

During cold weather, many residents allow their vehicle to warm up by leaving them running. Please be sure to move the vehicle out of the garage and to a position in the driveway so that the fumes are not directed toward the building. The fumes, which enter the building, create a serious health hazard.

X. WASTE DISPOSAL

Cold water must be used with the disposal in order to flush the ground up food waste through the household pipes and sewer lines, and to solidify grease. When overloaded, the motor will automatically stop. Refer to the manufacturer's instructions.

XI. WATER HEATERS

The water heaters are 20 inch, 30 gallon, 220 volt electric and are usually available through special order. The managing agent has a list of contractors who have replaced these water heaters at Linden East.

WATER SHUT OFF LOCATIONS

FOR THE ENTIRE BUILDING, the shut off valve is located in the utility closet of ranch unit.
FOR UNITS ONLY:

IN RANCH UNIT, the shut off valve is located under the kitchen sink.

IN TERRACE UNIT, the shut off valve is located on the back wall of the garage 18" to 24" above the floor.

IN TOWNHOUSE UNITS, the shut off valve is located under the kitchen sink or on the back wall of the garage 18"-24" above the floor.

XII. WINDOW GLASS

The windows in each unit are Therm-o-pane and do not require storm windows. However, they should be locked during cold weather to create a better seal. If condensation build-up occurs between the panes, the seal has been broken. Windows, which have a haze within the glass, are costing the unit owner money in wasted heat. (Refer to Rule #14)

All windows, with the exception of those in the garages, are the responsibility of the unit owner, not the Condominium.

New glass can be ordered without white mullions/mullions (grids/grills).

SUMMARY

This Handbook is not necessarily a complete guide to all situations and questions that may arise concerning the condominium life. More detailed information may be found in the Linden East Condominium Declaration and By-laws which should have been received at the closing when the unit was purchased. It is the responsibility of the seller of a unit to provide these documents at the time of closing. A copy of the current documents is available through the managing agent. Payment for a copy of the documents must be made in advance.

The Linden East newsletter will communicate the latest in condominium news as well as seasonal reminders.

It is the hope of the Board of Managers that everyone at Linden East will strive to keep the community an attractive and enjoyable place to live. Should a resident require any assistance, please do not hesitate to contact the managing agent.

**BOARD OF MANAGERS
LINDEN EAST CONDOMINIUM**

<u>THIS LIST IS NOT ALL INCLUSIVE</u>		
LINDEN EAST CONDOMINIUM MAINTENANCE RESPONSIBILITIES – Feb 2003		
	ITEM	MAINTENANCE & REPAIR
1	Air Conditioning Unit	Unit Owner
2	Balconies: Restricted Common elements	Condo Association
3	Ceilings, Interior Surfaces	Unit Owner
4	Common Elements	Condo Association
5	Conduits, Pipes, Wires in Common elements	Condo Association
6	Damage Caused by Portions of Unit	Unit Owner
7	Damage due to Work Directed by Board of Managers	Condo Association
8	Decorating: Interior Wall Surfaces	Unit Owner
9	Streets: Dedicated Streets	Village of ER
10	Doors: Entrance Doors and Hardware	Unit Owner
11	Doors: Interior Doors	Unit Owner
12	Ducts	Condo Association
13	Electrical Conduits	Condo Association
14	Electrical Wiring	Condo Association
15	Electrical Outlets: Inside Unit	Unit Owner
16	Exterior: Any Part which Constitutes a Part of the Exterior	Condo Association
17	Floors: Interior Surfaces	Unit Owner
18	Foundation	Condo Association
19	Garages: Restricted Common Area	Condo Association
20	Garage Door Openers	Unit Owner
21	Garage Doors, Tracks, Springs, Cables and Hardware	Condo Association
22	Gas Supply Lines and Piping	Condo Association
23	Heating Ducts	Condo Association
24	Heating Unit	Unit Owner
25	Inform Board of any Planned Work the Condo is Responsible For	Unit Owner
26	Land Upon Which Unit is Located	Condo Association
27	Landscaping: All Trees, Shrubs, Turf and Etc.	Condo Association
28	Painting: Interior Wall Surfaces	Unit Owner
29	Parking Spaces	Condo Association
30	Pavement	Condo Association
31	Plumbing: Supplied to Unit Wall Outlet	Condo Association
32	Private Drives	Condo Association
33	Pumps	Condo Association
34	Recreation Areas	Condo Association
35	Roofs	Condo Association
36	Sewer Lines	Condo Association
37	Storage Spaces	Condo Association
38	Structural Members: Columns, Girders, Beams and Supports	Condo Association
39	Telephone Lines, To Unit Wall Outlet	Condo Association
40	Television Cables	Condo Association
41	Variance Approval For Any Alterations to Common elements	Unit Owner
42	Wallpapering: Interior Wall Surfaces	Unit Owner
43	Walls: Interior Surfaces	Unit Owner
44	Walls: Main Bearing Walls	Condo Association
45	Walls: Repair or Replace Non-Bearing Partition Walls Within Unit	Unit Owner
46	Window Screens	Unit Owner
47	Windows	Unit Owner

Definitions:

DESCRIPTION OF COMMON ELEMENTS

Each unit shall include an undivided interest in the common elements (defined in Article IV as the "Condominium Parcel").

The common elements consist of all parts of the Condominium property other than the unit and are defined as follows:

The common elements for each unit owner shall include, without limitation, the four-family buildings (except for the unit), the airspace above the said buildings, the foundations, and structural members, including bearing walls, columns, girders, beams and supports, roofs, balconies, garage, storage and laundry spaces, adjacent parking spaces, motors, pumps, tanks, equipment, apparatus, and all other central and appurtenant installations, including all pipes, ducts, shoots, conduits, wires, and cables used in connection therewith, (except the outlets thereof when located within the units), required to provide power, light, telephone, television, gas, water, heat services to or in the Condominium buildings, and shall also include the land described in Article III, which shall include the land upon which each four-family building is located, lawns, trees, shrubs and all landscaping, pavement, recreation areas, private drives (as shown in Exhibit "A") and all other community facilities, however, it shall not include dedicated streets.

The common elements shall include easements for access, maintenance, repair, reconstruction or replacement of the foregoing structural members, equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use of the property.

Description of Restricted Common Elements

The restricted common elements are the indoor garage parking spaces and the additional outdoor parking areas, garage storage spaces and balconies. The unit or units having direct access to or being directly serviced by such restricted common elements shall be for the restricted use and enjoyment of the respective owners of said units.

Description of Unit Owner

Unit Owner means the person or persons owning a residential unit, as per the deed filed at the Monroe County Clerk's office. Unit owner may or may not be the resident of the condominium.