

**RULES AND REGULATIONS
FOR
CAPRON STREET LOFTS
CONDOMINIUM**

City of Rochester
County of Monroe
State of New York

Property Managed by
Kenrick Corporation
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RULES AND REGULATIONS OF CAPRON STREET LOFTS CONDOMINIUM

1. For purposes of these Rules and Regulations, "Unit Owner" is deemed to include a spouse or partner of a Unit Owner, or children's caregiver who is over the age of eighteen (18), as well as any resident living in the Building pursuant to a lease.
2. Notwithstanding any references to "Unit Owner" in these Rules and Regulations, the Rules and Regulations of the Condominium shall be binding upon all tenants, guests, invitees, or any other person for whose conduct such Unit Owner is legally responsible.
3. Unit Owners shall be responsible for enforcing compliance with the Rules and Regulations, and liable for any damage to the Common Elements and the property of the Condominium as a result of any violation by members of their families, guests, invitees, tenants, employees, agents, visitors, and any other occupants of their Units.
4. All Residential Units shall be used for single-family residential purposes only and the Commercial Unit shall be used for commercial purposes only, as such terms are defined in the Declaration. Every Unit Owner must perform promptly all maintenance and repair work to such Owner's Unit, which, if omitted, would affect the Condominium in its entirety or in a part thereof belonging to other Unit Owners or the Building, such Owner being expressly responsible for the damages and liabilities that failure to do so may cause. All the repairs to internal installations of the Unit located in and servicing only that Unit, shall be at that Unit Owner's expense.
5. Unit Owners, members of their families, and guests, invitees and tenants shall not use or permit the use of Condominium property, including Units, in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium. The aforementioned parties shall not make or permit any disturbing or objectionable noises (including among others, those created by a musical instrument, stereo system, radio or television set or other loudspeaker), odors or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners or their tenants or occupants. The aforementioned parties shall not violate the City of Rochester Noise Ordinance (as detailed in Section 75-4 of the City of Rochester Code) between 10:00 P.M. and the following 8:00 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 Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 6:00 P.M., unless such construction or repair work is necessitated by an emergency or has received prior approval from the Board of Managers.
6. Smoking or burning of any substance within a Unit and the Limited Common Elements appurtenant thereto is prohibited unless the smoke itself and the related odor can be confined within the Unit through the use of an air purification device (Air Purifier) with activated carbon and H13 True HEPA filters of at least three (3) stages and a smoke Clean Air Delivery Rate (CADR) of 450. Proof of purchase shall be provided to the Managing Agent and use of an Air

Purifier does not in any way relieve a Unit Owner of their obligation to comply with Article XV, Covenants and Restrictions, of the Amended and Restated Declaration, subpart no. 5, which states in its entirety:

No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is the source of annoyance to residents or which interferes with the peaceful possession or proper use of the Property by its residents. Further, no nuisances shall be allowed upon the Properties owned and maintained by the Condominium nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of said Properties by its residents.

7. No Unit Owner or any of his or her agents, employees, licensees, or visitors shall at any time bring into or keep in such Unit Owner's Unit or Limited Common Element thereto any flammable, combustible or explosive fluid, material, chemical or substance, including, among others, grills, fireworks, or similar devices.
8. Each Unit Owner shall keep his or her Unit (and any Limited Common Element appurtenant thereto) in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. The Common Elements shall be treated in a similar manner.
9. A Unit Owner shall not make structural modifications to the Unit or other alterations which would impair the structural soundness of the Unit and/or the Building in which it is located without the written consent of a majority of the Board of Managers. Consent may be requested through the Managing Agent, if any, or through the President of the Board of Managers if no Managing Agent is employed. The Board of Managers shall have the obligation to answer within sixty (60) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The Board of Managers may require a report by a structural engineer, to be paid for by the Unit Owner, before giving or withholding its consent. If so required, The Board of Managers shall have the obligation to answer within sixty (60) days of receiving the structural engineering report and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.
10. Nothing shall be done or kept in any Unit that would increase the rate of insurance of the Building or contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his or her Unit which will result in the cancellation of insurance on the Building or which would be in violation of any law.
11. Pursuant to the Declaration, no more than two (2) cats or one (1) dog may reside in each Unit. Prior written approval must be obtained from the Board of Managers before obtaining a dog and at the time the approval is requested, the Unit Owner must provide documentation that the desired breed is suitable for condominium living. The Board of Managers will provide a written response within ten (10) calendar days of the request as to whether or not, in its discretion, it has elected to grant approval. Pets must be leashed at all times in Common Elements. The Unit Owner responsible for the pet is required to clean and/or repair any and all damage and mess created by the pet in Common Elements, including but not limited to that resulting from urination and/or defecation. Animals who visit as temporary guests of Unit Owners may not exceed two (2) cats or one (1) dog at any one time, must be a breed suitable for condominium living, and must comply with all other rules and regulations applicable to pets contained herein.
12. No radio, television or other aerial, satellite dish, disk or similar device shall be attached to or hung

from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of any Unit or anywhere in or on the Building, except such as are permitted pursuant to the Declaration or the Bylaws or shall have been approved in writing by the Board of Managers or the Managing Agent; nor shall anything be projected from any window of any Unit or Limited Common Element appurtenant thereto.

13. No heat, ventilator, or air conditioning device shall be installed or replaced in any Unit without the prior written approval of the Board of Managers; and no "window" air conditioners of any kind shall be permitted.
14. No Unit Owner shall paint the exterior surfaces of the windows, walls, or doors opening out of such Owner's Unit.
15. With respect to any Unit to which there is a terrace appurtenant, the following additional rules and regulations shall apply: All furniture must be "patio/terrace" furniture, which is rust-proof, and any planting/landscaping must be planted in appropriate containers so as not to cause water leakage. Any damage caused by the Unit Owner's negligence shall be at such Unit Owner's sole cost and expense. All terraces must be kept clean and free from debris and all screens and drains must be kept in good repair. No portion of any terrace may be painted, cemented, or changed in any fashion from its original appearance. No satellite dishes may be placed on any terrace. No unattended animals, which include but are not limited to dogs, cats, and birds, are allowed on any terrace.
16. The agents of the Board of Managers or the Managing Agent, and any contractor or worker authorized by the Board of Managers or the Managing Agent and accompanied by an agent of the Board of Managers or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of 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; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes. Except in cases of emergency, no agents of the Board of Managers or the Managing Agent, nor any contractor or worker authorized by the Board of Managers or the Managing Agent may enter any Unit without the Unit Owners' permission.
17. From time to time, the Board of Managers may request that each Unit Owner provide a certificate of insurance evidencing the homeowner's insurance coverage that is in effect for their Unit.
18. Smoking is prohibited within the Common Elements of the Condominium.
19. The entrances, passages, public halls, elevators, vestibules, corridors, and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose by Unit Owners and their invitees other than the respective purposes for which they were intended. There shall be no blocking of entranceways, passageways or vestibules and no double-parking of trucks or cars in the front of the Building.
20. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.
21. Neither Unit Owners nor their guests or tenants shall play, run, or engage in objectionable behavior (such as the use of loud, boisterous, obscene, or offensive language) in any area of the Building, including, the entrances, passages, public halls, lobbies, elevators, vestibules, corridors, fire

landings or membrane surface of the rooftop.

22. No article (including, but not limited to, footwear, garbage cans, bottles) other than one door mat per Unit, shall be placed in any of the passages, public halls, vestibules, corridors, stairways, or fire landings of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung from any windows or roofs or placed upon the exterior window sills of any Units of the Building.
23. No public hall or public elevator vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner, except as otherwise expressly provided in the Bylaws, nor shall there be posting of any advertisement or posters of any kind.
24. Any Unit Owner intending to use the rooftop deck for any function, party, or similar gathering of twenty (20) people or more, must first obtain written permission by way of an e-mail request from the Managing Agent no less than ten (10) days prior to the proposed event. The Unit Owner is solely responsible for obtaining all applicable permits and for notifying all Unit Owners of the details of their event once approval from the Managing Agent has been received.
25. Except as otherwise expressly provided in the Bylaws, the Declaration and these rules and regulations regarding the roof top deck as a Common Element, Unit Owners, their families, guests, service personnel, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.
26. Unit Owners shall comply with the laws, ordinances, rules and regulations of the City of Rochester or any other applicable governmental authority, including those that concern recycling of waste and refuse. No waste shall be permitted in the Common Elements.
27. The snow removal area located directly inside of the covered parking lot entry gate may be used by residents or guests on a first come, first serve basis from 8am-6pm on weekdays ONLY. It may not be used when snow is either anticipated or when a pile of snow is present. In the event access to that area is needed by our snowplow provider and a vehicle is obstructing it, the vehicle will be towed at the owner's expense.
28. No repair of motor vehicles shall be made in the parking lot or in any other designated parking area of the Condominium, nor shall such areas be used for storage or long-term parking of any automobile, boat, trailer of any kind, camper, snowmobile, bus, truck, or commercial vehicle. In addition, any such parking shall be subject to any restriction due to zoning or local ordinance requirements.
29. Mechanical rooms in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, or any other article be thrown into the same. Any damage resulting from misuse of such rooms and/or the apparatus contained therein shall be repaired and paid for by the Owner of such Unit.
30. The Board of Managers shall have the right from time to time to relocate any portion of the Common Elements used by the Building for storage or service purposes.
31. Complaints regarding Building services shall be made in writing to the Managing Agent.
32. Any consent or approval given under these Rules and Regulations may be granted, refused, added to, amended, or repealed, in the sole discretion of the Board of Managers, at any time by majority

vote of the Board of Managers. Further, any such consent or approval may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature.

33. The Board of Managers reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Building when, in the judgment of the Board of Managers, the Board of Managers deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium, the Building or the preservation of good order therein, or the operation or maintenance of the Condominium, the Building or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as rescission, alteration, waiver, or addition in respect of any other Unit Owner or other occupant.
34. Any Unit Owner attempting to sell or lease their Unit utilizing one or more open houses, must contact the Managing Agent with the name, address and phone number of the realtor or real estate agent for prior approval.
35. Violations of any Rules and Regulations will result in written warning unless the violation involves an imminent threat to the safety of one or more Unit Owners. If the violation continues two (2) days after the Board of Managers or Managing Agent sends the written warning, a \$500.00 fine shall be levied against the offending Unit Owner (or Unit Owner responsible for the offending party) for each violation. The Board of Managers reserves the right to waive the aforementioned two-day period if, in its discretion, the violation involves an imminent threat to the safety of one or more Unit Owners. Continued violations may result in suspension or revoking of a Unit Owner's privilege to use the various Building amenities by the Board of Managers.
36. At no time shall there be more than 4 Units leased at the same time. If there are less than 4 Units leased and a Unit Owner desires to enter into a lease or lease renewal, the Unit Owner shall:
 - (a) Deliver to the Managing Agent a copy of the written and executed lease and/or renewal at least five (5) days prior to the commencement of the lease and/or renewal thereof;
 - (b) Ensure that the lease contains a clause subjecting the tenant and the lease to the terms and provisions of this Declaration, Bylaws and any Rules and Regulations promulgated for the Condominium;
 - (c) Pay a special assessment in the amount of \$50.00 upon delivering lease to the Managing Agent as set forth above; and
 - (d) Any such Unit Owner that has entered into or renewed a lease with a tenant and has not submitted the lease (or lease renewal) to the Managing Agent as set forth above, then such Unit Owner will have thirty (30) days from the date notified by the Managing Agent or Board of Managers to submit the lease or the renewal. In the event that any such Unit Owner does not submit such lease or lease renewal to the Managing Agent or Board of Managers within such thirty (30) day period, such Unit Owner shall be subject to a \$500.00 fine and further action and/or fines by the Board of Managers.
37. Each Unit Owner must undertake an inspection by a qualified professional of the heating and cooling equipment associated with their unit on an annual basis. Evidence of the inspection must be provided to the Managing Agent by November 30 of each year.