



# Property Summit

Crossways Condominium  
Board of Managers  
Kenrick Corporation  
June 22, 2020

# Agenda

Declaration,  
By-Laws,  
◆  
Rules and  
Regulations

Maintenance  
&  
Improvements

Understanding  
Insurance

Rentals  
◆  
Best Practices

Resources  
◆  
Variance Requests  
Web Site

Q & A

# Declaration, By-Laws ♦ Rules and Regulations



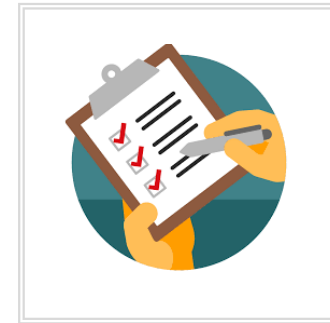
## Declaration

The legal document that lays out the guidelines for the planned community. Usually recorded in the county records and are legally binding.



## By-Laws

Govern how the HOA operates and contains information needed to run the HOA as a business. Covers matters including: frequency of meetings, board of managers, voting rights, etc.



## Rules and Regulations

Basically, the rules of your neighborhood. They govern what you can, can't, or must do with respect to your home.

# Crossways Operations

## Board



- Elected by Property Owners
- Governs By-laws, Rules, Regs
- Manages HOA Fees Spend
- Ensures Financial Spend is approved, audited, aligned with approved accounting practices

## Property Mgmt Company



- Hired by the Board
- Maintains Property
- Enforces By-laws, Rules, Regs
- Works with Property Owners on any issues

## Property Owners



- Follows By-laws, Rules, Regs
- Ensures Guests & Renters also follow By-laws, Rules, Regs
- Pays HOA Fees
- Engages Management Company with any issues

# Rules and Regulations Highlighted



Pets



Water Apparatus



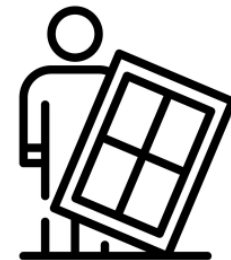
Unit Inspections



Balconies



Peaceful Enjoyment



Unit Modifications

# Maintenance & Improvements



## *Whose Job Is It? Wall In vs. Behind the Wall*

- All maintenance, repairs and replacement to the Common Elements, including the restricted common elements, whether located inside or outside the units (unless necessitated by the negligence, misuse or neglect of a unit owner), shall be made by the Board of Managers and the cost thereof shall be treated as a Common Expense .
- All maintenance, repairs and replacements to the units, ordinary or extraordinary, other than to the Common Elements contained therein, shall be made by the respective unit owners at their expense, except casualty loss by fire or other insured cause. *Declarations Pg 52*

# HOA Maintenance & Repair Responsibilities

- Hallway and Exterior Lighting
- Laundry Room, Utility Rooms, and Office
- Sidewalks, Parking Areas, Landscaping and Snow Removal
- Main Entrance Doors, Stairwell, Mailboxes, Foyer Windows
- Exterior Surface of Unit Doors
- Exterior Features (Ex. Roof, Brick, Shutters, Trim, Balconies, Foundation, Gutters)
- Utilities (water supply to units, sewer lines, electrical supply to units and common areas)
- All tanks, pumps, motors, fans, compressors and zone control valves or other equipment used in common; does not include electrical, plumbing, heating, ventilating and air conditioning features serving a single unit.

# Unit Owner Maintenance & Repair Responsibilities

- All finishes (carpets, tile, flooring, paint)
- All appliances, mechanical and electrical equipment and fixtures
- All cabinets, doors and other construction contained within the unit
- Exterior doors, windows and screens (except surface of exterior doors and windows shall be painted and maintained by the HOA)
- Air conditioning units
- Electrical wiring located within the unit, wiring between the panel and fixtures or outlets within the unit and electrical boxes for outlets, switches, and fixtures that are recessed into common element walls for the unit they serve.
- Piping within the surfaces of the unit

A unit owner is solely responsible for the maintenance of the interior of his unit and he may decorate it as he desires.

*Declarations Pg 9*

No unit owner may make any structural addition, alteration or improvement in or to his unit without the prior written approval of the Board of Managers.

*Declarations Pg 58*

*Crossways Condominium Contacts:  
Bob Speicher – Building Superintendent  
Tim Goetz – Property Manager*



# Understanding Insurance



Homeowners' Association  
(HOA)



Unit Owner  
or  
Landlord



Tenant

# HOA Insurance Coverage



*The Board of Managers shall obtain and maintain, to the extent obtainable: (1) fire insurance, with extended coverage, vandalism and malicious mischief endorsement insuring the Buildings (including all of the units and all unit fixtures **but not including the range, refrigerator, furniture, furnishings, or other improvements or betterments supplied or installed by unit owners**) together with all service machinery contained therein ...*



*Except as hereinafter provided, in the event of a casualty loss the Board of Managers shall arrange for repair and restoration of any of the Building, including any damaged units and their fixtures, **but not including wall, floor or ceiling decorations or coverings or furniture, furnishing, appliances or equipment installed by unit owners.***

# Owner-Occupant Insurance Considerations



Fixtures: Original versus Remodeled/Replaced



Umbrella Liability



Alterations and Unit Improvements



Damage from sewer / drain backup



Unit Contents



Collectibles, antiques, jewelry, or art work



Cash Value / Replacement Cost



Master Policy deductible pass-through

# Unit Owner as Landlord Insurance Considerations

Options include a unit-owner policy with endorsement for additional coverage for losses associated with renting or a Landlord's rental condominium policy.

Prudent Landlords require that Tenant have an HO-4 Policy in effect

Either option could include coverage for:

- Structural damage caused by tenants
- Damage to appliances and other personal property left in the unit
- Liability for injuries or property damage occurring in the unit
- Medical payments
- Loss of income due to untimely rent payment
- Loss of rental income due to an uninhabitable unit (coverage for up to around nine months)
- Master Policy deductible pass-through coverage if the master policy deductible is high (often called "loss assessment coverage").

# Tenant/Renter Insurance Considerations



Includes Contents  
(Personal Property)  
Protection



Includes Liability  
Protection



Includes Medical  
Payments



Provides tenant with  
reimbursement for  
hotel and moving  
costs in the event  
the unit is  
uninhabitable

# Rentals ♦ Best Practices



Rental Laws



Screening  
and  
Leases



## Changes in NYS Rent Laws

- Capping Security Deposits
- Limiting Late Payment Fees and Fees for Credit and Background Checks
- No More “Tenant Blacklists”
- Making It Easier to Break a Lease
- You Have a Right to a Receipt
- You Are Entitled to Notice of Past Due Rent
- New Protections in Case of Eviction
- Your Rights in Non-Payment Evictions
- Making It Easier to Get Your Security Deposit Back
- Better Notice of Rent Increases and Lease Non-Renewals

# Screening and Leases



- 30-day minimum lease
- Any lease must be consistent with the Declaration, By-Laws and Rules and Regulations
- If the landlord fails to pay common charges or special assessments assessed against the unit owner, the Board of managers can evict the Lessee
- Landlords required to provide copy of Rules and Regulations to tenant(s)
- Lease Templates to be on file with property management company

- Credit Reports often include:
  - Credit Score
  - At-a-glance debt and monthly payment amounts
  - Credit Account Info and Payment History
  - Public Inquiries
  - Address History
  - Employment History
- Background Checks often include:
  - National criminal search
  - County criminal search
  - Eviction history
  - Sex offender search
  - Terrorist watchlist search



# Resources



Web Site  
[www.kenrickfirst.com](http://www.kenrickfirst.com)



Variance  
Request

# Website



## Available in August

- Declaration, By-laws, Rules & Regulations
- Crossway Overview
- Help & Forms
- News and Announcements

*Once available, we will email the link to everyone.*

# Variance Request

Variance Request Process is intended to maximize the value of the property.

- Required with the Removal/Installation of:
  - Air Conditioning Units
  - Washers/Dryers
  - Windows
  - Major Construction within unit (walls/ceilings)
  - Balcony Flooring Replacement
  - Plumbing work is being performed
  - Cable installation

<b>CROSSWAYS CONDOMINIUM</b>
<b>REQUEST FOR VARIANCE</b> <small>(Please Use Pen ONLY)</small>
<small>Any changes to exterior of building (e.g., windows, doors, paint, railings, etc.) or grounds (e.g., shrubs, trees, new or existing beds) must first be approved, in writing, by the Board of Managers.</small>
To: Board of Managers Crossways Condominium Association, Inc. c/o Kennick Corporation 3495 Winton Place, D-4 Rochester, N.Y. 14623
From: Homeowner: _____
Address: _____
Phone: _____ Email: _____
Description of Variance requested: (include dimensions, shapes, color, specific location, materials. Attach sketch if applicable).
Reason for Request:
Expected Completion Date: _____
Date: _____ Homeowner Signature: _____
=====
BOARD OF MANAGERS: ___ Approved ___ Denied ___ More Information Required
<small>A. Any approval granted hereunder is subject to inspection of completed work by the Board of Managers within thirty (30) days following written notification of completion which notification must be on or before latest completion date established with this approval. B. Any modification or variance effected with approval hereunder shall be maintained in a manner satisfactory to the Board of Managers and shall not be further modified or removed without additional approval.</small>
Date _____ Signature _____ Signature _____
Latest completion date following which any approval hereunder is automatically revoked. _____

# Common Scenarios

Issue	Resolution
Water Leak	Occupant to call Kenrick & landlord if applicable. If gushing also call 911.
Emergency (Fire, accident, major disturbance)	Occupant to call 911. Call Kenrick.
Minor Disturbance (noisy neighbor, garbage in hallway)	Occupant to talk to person causing disturbance. If unresolved, engage Kenrick

## KEEP HANDY FOR REFERENCE

Crossways Condominium		
<b>Property Management</b>	Kenrick Corporation 3495 Winton Place D-4 Rochester, NY 14623	Property Manager: Tim Goetz 585.424.1540 x 104, <a href="mailto:goetz@kenrickfst.com">goetz@kenrickfst.com</a> 585.424.1553 fax Superintendent: Jim Dujman 585.244.8272
<b>Service Requests</b>	All repairs to common elements are responsibility of Crossways Condominium.	Please call 585.244.8272 - Crossways Office or Submit request at <a href="http://www.kenrickfst.com">www.kenrickfst.com</a> by clicking "Property Management" and then "Service Request"
<b>Emergency Service</b>	After hours For major disturbances, fire, police or ambulance	Please call our Answering Service at 585.424.1540, selection #9, and leave your name, unit #, property name, telephone # and request Call 311, and then the Kenrick Answering Service at 585.424.1540, selection #9
<b>Refuse/Recycling</b>	Refuse pick up day is Monday, Wednesday & Friday. Dumpsters & recycling bins are located on the property behind each building. Recycling pick-up day is Thursday To arrange for special pick up for large items/make payment arrangements	Refuse company: Suburban Phone number: 352-9360  Contact Suburban directly
<b>Payment due date</b>	Payments due on the first of each month	Assessment payment book will be mailed to you. Include coupon with each payment. Payments go to bank PO Box, not Kenrick Corporation; please allow 7-10 days for mailing & processing.  To pay online go to <a href="http://www.kenrickfst.com">www.kenrickfst.com</a> and click Pay Your Assessment Fee Online. Choose ALLIANCE ASSOCIATION BANK to make payment
<b>Late Fee</b>	Late fee added after 15 <sup>th</sup> of the month	Amount: \$ 20.00
<b>NSF Fee</b>	Checks returned for insufficient funds	Amount: \$ 35.00
<b>Special Assessment</b>	N/A	
<b>Association Insurance</b>	Association Insurance covers structure and liability for the common area	Insurance Company: Erie Insurance Insurance Agent: Quinton Insurance Protection Team Telephone #: 585.358-5530
<b>Personal Insurance</b>	For questions or Certificates of Insurance Homeowner responsibility	Please contact agent directly Contact your insurance agent to ascertain best coverage for you and your home
<b>Exterior/Structural Modifications</b>	Variance request must be approved by the Board prior to the commencement of work	Contact Crossways Office to obtain a Variance form - One variance form included

Thank You



Website  
[www.kenrickfirst.com](http://www.kenrickfirst.com)



Email  
[cchampaigne@kenrickfirst.com](mailto:cchampaigne@kenrickfirst.com)



Phone  
585-244-8272 (Onsite Office)  
585-424-1540 (Kenrick)

The slide features a dark brown background with a white rectangular frame. Inside the frame, the word "Appendix" is centered in a serif font. On the left side of the frame, there are two vertical bars: a taller, lighter brown one and a shorter, darker brown one below it. A thin brown line with a diamond-shaped end extends from the top left corner of the frame down to the top of the shorter bar. Another thin brown line with a diamond-shaped end extends from the top of the shorter bar down to a small orange square at the bottom left corner of the frame.

# Appendix

# Rules and Regulations

1. Each unit owner shall keep their unit, **inclusive of its balcony area and the land below it as applicable**, in a good state of preservation and cleanliness. Summer furniture, *electric grills* and plants may be placed on patios. Under no circumstances may the balconies be used as storage space. Refuse must be placed in containers in such manner as the Board of Managers or its agent may direct.
2. Sidewalks and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units in the building.
3. Intentionally left blank.
4. Supplies, goods and packages of every kind are to be delivered in a safe and sanitary manner. Deliveries must be promptly picked up by the recipient. The HOA is not responsible for the loss or damage of any such property.
5. Unit owners/tenants/guests shall not cause or permit any disturbing noise or objectionable odors to be produced upon or emanate from their units. ***QUIET HOURS are to be observed from 9PM thru 8AM daily.***
6. Unit owners/tenants shall not permit or keep in their units any flammable, combustible or explosive material, chemical, or substance. Only ***electric*** grills may be used on balconies.
7. Bathrooms and water apparatus (sinks, garbage disposals, sprayers) shall be maintained and in good order and not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into them. Any misuse of any of these fixtures resulting in damage to yours or any unit or common area shall be repaired and paid for by the unit owner.
8. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any unit owner or any part of the outside building, hung from windows or placed on windowsills.
9. No awnings, aerals, or other projections shall be attached to the outside walls of the building, and no blinds, shades, or screens shall be attached to, hung, or used on the exterior of any window or door of the premises.
10. Unit owners/tenants or their service providers or visitors shall not at any time or for any reason enter upon the roof of the building, **or enter the attic area**, without the express consent and supervision of the Crossways Property Manager or Superintendent.
11. The Board of Managers or its designee shall have the right to access any unit for the purpose of making inspections, repairs, or improvements, or to remedy any condition which would result in damage to other units/portions of the building. In the event infestation is found, it may take measures as it deems necessary to control or exterminate same at unit-owner expense.
12. Nothing shall be done or kept in any unit or in the common elements which shall increase the rate of insurance for any building or contents thereof. No unit owner/tenant shall permit anything to be done or kept in their unit or in the common elements which will result in the cancellation of insurance on any building or contents thereof, or would be in violation of any law.
13. No noxious, illegal or offensive activity shall be carried on in any unit or in the common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.
14. No "For Sale", "For Rent"/For Lease" signs or any other window display or advertising are permitted on any part of the property. However, a unit owner or a mortgagee which has taken possession of a unit, may request approval from the Property Manager for one window "For Sale" sign, when applicable.

# Rules and Regulations

15. If any keys are entrusted by a Unit owner/tenant to an agent or Employee of the Property Management company the acceptance of the key shall be at the sole risk of the unit owner/tenant. The HOA or Property Management company shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith.
  16. No unit owner shall alter, impair, or otherwise affect the common elements.
  17. The storage of boats, trailers, recreational vehicles, or commercial equipment in common areas is prohibited. All vehicles must be licensed and in operable condition. Vehicle repairs, oil changes and maintenance are prohibited in the common areas. Noisy vehicles are prohibited.
  18. The Board of Managers shall have the sole and exclusive right to assign exclusive use parking spaces to unit owners as it sees fit, including designated handicapped parking where needed. Two spaces area available for each unit. Additional cars must be parked in the overflow spaces along East Ave.
  19. Complaints, concerns, or assistance regarding the services or operation of the condominium shall be made in writing to the Board of Managers or the Property Management Company.
  20. Any consent or approval given under these rules and regulations may be added to, amended, or repealed at any time by the Board of Managers.
  21. A unit owner may apply to the Board of Managers for a temporary waiver of a rule or regulation stated herein, such waiver dependent upon assurance that it will not interfere with the operation or the property or impede on the rights of other unit owner.
  22. These rules and regulations may be supplemented, repealed, or modified by the Board of Managers. No such additional or modified rule or regulation shall take effect until communicated in writing to unit owners, who will be responsible for advising any tenant of same. Any rule or regulation adopted by the Board of Managers can be repealed or otherwise superseded by a majority vote of the unit owners.
- NEW**
23. Such removal/new installations of air conditioning units, washers/dryers, windows, and/or balcony flooring require an approved variance and must be supervised by the Property Manager or Superintendent.
  24. Units are limited to TWO pets. Pets may not be tethered in common areas or left unattended on the balcony or patio areas. Pet waste MUST be picked up immediately. Dogs must be licensed by the Town of Brighton. The following dog breeds are not permitted on the property due to potential liability risks: Pitbull, Doberman, Rottweiler, Akita, Chow, German Shepherd, Siberian Husky, or Bull Terrier. Any pet causing a disturbance or in violation of these rules may subject the owner to fines and/or could result in permanent removal of the pet from the property within 3 days of written notice from the Board of Managers.
  22. No clothes, sheets, blankets, towels or laundry of any kind, or other articles shall be hung out or exposed on any part of the common area, including balconies. The common areas shall be kept free and clear of rubbish, debris, litter and other objectionable matter.
  23. One American flag (not oversized) may be displayed on balconies, but not draped over railings.



# Rules and Regulations

24. Exterior Modifications – No such modifications may be made by an owner or tenant. Any exterior modification, including but not limited to doors, vents, balconies, or outside lights, must be approved by the Board of Managers. The unit owner must submit a written request to the Board of Managers with appropriate supporting documentation.
25. Satellite dishes are not permitted.
26. All interior window treatments are to be of a neutral color in good condition and manufactured for that purpose. Blankets, sheets, clothing and other items not manufactured for the purpose of window treatments are not allowed.
27. Laundry room hours are from 8AM to 9PM. Clothes must be promptly removed from machines to ensure equipment can be used by other residents. Empty containers and any other debris must be properly disposed.