Linden East Condominium

RESIDENT HANDBOOK

Revised March 3rd, 2023

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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 comprised of fellow unit owners elected by the unit owners to serve our community as unpaid volunteers. Our functions are to manage the finances of the community, enforce the Declaration and By-laws of the Condominium and to maintain a pleasurable environment in which to live. We are also working to increase the value of our common investment.

The following pages contain information which we feel are 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 governing documents that include the Declaration, the By-laws, and the Rules and Regulations. This handbook contains the Rules and Regulations but not the Declaration and By-laws. When a unit is sold, it is the responsibility of the Seller of a unit to provide a Buyer with a copy of the Linden East Condominium Declaration and By-laws and the Rulebook before closing.

If you do not have copies of the Declaration and By-laws, you may request copies from the office of the Managing Agent. There is a minimal cost to cover the production of the documents. These documents are extremely important; they include your rights and obligations. When you accept the deed for your condominium at Linden East, you are agreeing that you will abide by the governing documents – 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.

A unit owner shall be required to submit a variance request for any modification to the Rules & Regulations of Linden East Condominium contained herein. Changes outside the unit can only be made after receipt of a variance approved by the Board of Managers.

RULES AND REGULATIONS

I. RULES & REGULATIONS 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.

- 1st violation, the owner will receive a "courtesy" written notification.
- 2nd offense for the same violation, or the violation not remedied, a minimum fine of $50 will be added to the owners' account.
- 3rd offense for the same violation, or the violation not remedied, a minimum fine of $100 will be added to the owners' account.

Fines are payable with in 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. Any violation of the terms of the Declaration, By-laws, or the Rules of the Condominium is an offense, subject to a fine.

2. Any 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, and/or pets on premises at a unit will be charged to the unit owner's account.

3. 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.

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 the condenser. 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 two weeks for the variance request to be approved. No work should be done prior to the receipt of written approval from the Board of Managers. Written notification will be sent to the unit owner by the Managing Agent.

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 two weeks for approval. Written notification will be sent to the unit owner by the Managing Agent. Satellite dish must be mounted on the roof of the unit it serves, not elsewhere on the building roof.

IV. COMMON/RESTRICTED COMMON ELEMENTS

Anything outside of your unit 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 tenant may make any alterations, constructions, additions, plant trees and shrubs, paint, etc. to common elements outside the interior of the unit, including the interior of the garage, balconies, and attic spaces. **No laundry shall be hung out on the common elements.** Any ranch or townhome unit owner who wants to plant in the landscaping near their unit can submit a variance request to do plantings for the unit. No work is to be done until Board approves the variance.

PERSONAL PROPERTY is not to remain on the common elements overnight. Lightweight portable patio furniture may only be left on the balcony of the terrace unit. Lawn furniture is to be stored each night. Any exceptions would require a Board-approved variance.

Property stored in violation of the Linden East Condominium Rules will be subject to removal and/or storage at the owner's expense after ten (10) days written notice of such violation.

4. Water hoses shall be stored neatly as to not obstruct the sidewalks.

5. Unit owners must store all seasonal items including welcome mats, plant pots, hoses, lawn ornaments, statues, and decorations by the date indicated in the annual letter from the Board of Managers sent from the Managing Agent.

V. ENTRY DOORS

Replacement of the Unit entry door with a window must be by an 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. Allow at least two weeks for the variance request to be reviewed. Written notification will be sent to the unit owner by the Managing Agent. No work may be done prior to receipt of written approval.

Approved Entry Door Styles

** ***



** new style approved 10/2019
*** new style approved 5/2020 – 2/3 oval glass, clear or etched, no colored glass

Unit owners may hang one decoration on the entry door (not on the storm door).

VI. GARAGES

The garage is a restricted common element. In order to keep relations with neighbors friendly; a unit owner must obtain, in writing, the permission from the neighbor with whom a garage is shared before a variance request will be reviewed. The unit owner must submit a variance request, including written permission from neighbor, for approval before making any alterations to the garage interior. A variance request form should be obtained from the Managing Agent. Allow at least two weeks for review. Written notification will be sent to the unit owner by the Managing Agent. No work should be done prior to receipt of written approval.

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 a restricted common element. If a unit owner inadvertently damages the walls or any other part of the garage, then that Unit owner must arrange for and pay for all necessary repairs.

For security purposes the garage door should be completely closed at all times. Doors left open and unattended pose risk for theft of items of unit owners with property in the garage or heat/cooling loss for the terrace unit above the garage.

Property stored in the garage should not attract and/or harbor insects, pests, or rodents.

The unit owner shall correct damage to the common elements caused by leakage from a parked vehicle. The Building Committee periodically makes building inspections and reports any damage to the Managing Agent for follow-up and billing.

VII. GRILLS

The New York State Fire Code Section 308 states that open-flame cooking devices shall not be located on a terrace balcony or within 10 feet of combustible construction or trees/bushes. Do not grill under the balcony area. Use extreme caution when using starter fluids so that the fire does not excessively spark or shoot up out of control. Grills are to be stored in the garage after all parts are cold and, if applicable, the coals have been removed. Never place a warm or smoldering grill back into the garage. Grills may not be left out overnight.

VIII. 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 the 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 must **not** be left unattended at any time.

IX. MONTHLY MAINTENANCE FEE SCHEDULE

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 received by the 10th of said month will be assessed a twenty-five dollar ($25.00) late charge.
3. When common charges remain unpaid for two (2) months, the respective unit owner will 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.

X. NUISANCES

East Rochester government code guidelines and standards prevail in Linden East. All violations should be reported to police.

Unit owners shall not cause or permit any disturbing noises, including but not limited to noise from vehicles, 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 family, guests, invitees, licensees and tenants, including violations of the Rules of the Condominium.

TO OBTAIN IMMEDIATE ACTION CALL 911

Complaints concerning egregious infractions of this noise 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 or email. 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/ SNOW REMOVAL RULES AND REGULATIONS

Because the East Rochester streets and our own private roads are narrow, we must all cooperate in obeying these parking Rules and Regulations in order to ensure safety and access to our garages.

1. EAST ROCHESTER ORDINANCES

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

2 LINDEN EAST PARKING REGULATIONS

   a. PARKING AREAS: Each unit includes two (2) parking spaces, one (1) in the garage and one (1) directly outside the garage in front of the assigned garage bay
   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. LENGTH LIMIT: Because our private driveways do not allow excess room for turning, the vehicles parked on the driveway outside the garage may not extend more than nineteen (19) feet from the overhead garage door.
   d. 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.
   e. PARKING PROHIBITED: Parking is prohibited between the garage doors at each building, on the lawns or on the service roads (private roadways) at Linden East.
   f. Vehicles must be parked in the driveway in front of garage and must not obstruct the private roadways (service roads).
   g. GUEST PARKING: Guest parking is limited to seven (7) spaces adjacent to the picnic/playground area behind 142 and 134 Milrace Drive and three (3) spaces closest to 277 and 253 East Linden Avenue. Guest parking is limited to forty-eight (48) hours use unless other arrangements are made through the Managing Agent. The guest parking spaces are not for use by residents of Linden East.
   h. SNOW REMOVAL: To facilitate snow removal, all vehicles must be removed from the driveway between the hours of 9:00 am and 3:00 pm on days which more than three (3) inches of snow has fallen. If vehicle is not moved, it will

prevent the driveway in front of garage from being plowed. If vehicle is not moved, owner will be subject to a fine.

i. PENALTIES FOR PARKING VIOLATIONS: Vehicles parked in violation of these Rules and Regulations shall be subject to fines and towing at the owner's expense.

1. A fine shall be levied for each parking violation. Repeated violations will be subject to 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.

EMERGENCY SITUATION: Vehicles parked on the private roadways and other areas, so as to create a potential emergency situation, may be towed. 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.

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 (1) notice prior to towing.

XII. PETS

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

1. **It is the responsibility of the pet owner to immediately clean up after his or her pet's defecation on common elements**. This is also a Village of East Rochester Ordinance.

2. Staking, tying 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 including cats must be restrained at all times by the use of a handheld leash. Owners are responsible for control. Cats are not permitted to roam freely outdoors.

4. The ordinance, as set by the Village of East Rochester pertaining to animals, applies to the Linden East Condominium. Therefore, if there is a problem with a loose animal, barking dog, etc., please contact the Animal Control Office at (585) 381-4360. The office will contact the animal's owner to discuss the problem.

5. **Tenants are not allowed pets.**

6. Owners are permitted to have indoor cats. Outdoor cats are **not** permitted.

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

Plantings adjacent to the building and their maintenance are the responsibility of Linden East. No plantings are to be removed without a Board approved variance.

Plantings of fruits, vegetables or herbs are **not** permitted in the beds adjacent to the building or on any other common property.

The following shall not be allowed:

- Hanging potted plants *attached to the building*
- Mobiles
- Wind chimes
- Fencing of any type

Present & future 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, the Condominium reserves the right to take over maintenance of the area affected.

The following will be allowed with Board-approved variance:

- One Seasonal Garden Flag (12”-18”) in ranch and townhomes only.
- Maximum of two (2) Lawn ornaments (maximum width 24 inches and maximum height 48 inches) in ranch and townhomes only.
- One (1) bird feeder for ranch and townhomes only. Bird feed should not spread onto sidewalk in common area.
- A maximum of six (6) coordinating color flowerpots are allowed per unit and cannot impede on the common area walkways (sidewalk or deck).
    - Terrace unit flowerpots are allowed on the main deck surface and are not allowed on the railings or steps.
    - Townhouse unit may place one (1) flowerpot under mailbox and up to six (6) coordinating flowerpots in the side flower bed.
- In addition, Ranch unit is allowed two (2) Shepherd hooks with hanging flowerpot (maximum height of 84 inches). Townhome unit is allowed two (2) Shepherd hooks with hanging flower pots (maximum height of 48 inches)
- Up to 10 solar lights (maximum height of 18 inches) shall be allowed for ranch and townhome units only.

- One (1) small covered garbage receptacle with maximum height 12 inches, maximum width 16 inches for pet waste stored behind landscaping out of view from street and off sidewalk to not interfere with snow removal.
- Annual flowers only are permitted around trees and cable boxes.
- Ranch and Townhome units are allowed one (1) White plastic/resin Raised flower bed (Standing flower box) not to exceed 40" long X 16" deep X 36" high. Flowers planted in raised bed must not grow to over 18" and may not interfere with or block Unit window. (Ranch units with already attached flower boxes may not place an additional flower bed as is described in this section).

A fine will be levied for any work done on the common elements without a Board-approved variance. No exterior modifications or additions to the buildings are allowed.

XIV. REFUSE/RECYCLING PICK-UP

Refuse and recycling containers are required to have each owner's unit number painted or written on them to make them easily identifiable. These refuse and recycling containers will be stored in the garage. Refuse and recycling is to be placed at the curb weekly. The East Rochester Department of Public Works will pick up your refuse and recycling on Thursday each week. Changes in refuse/recycling pickup due to holidays are published in the East Rochester Community News and on cable channel 12.

East Rochester government guidelines and standards prevail in Linden East. In order to prevent an unsightly neighborhood, refuse/ recycling containers will be placed at the curb **no earlier than 6:00 pm the day before collection and no later than 7:00 am day of collection.** Refuse/recycling containers must be removed from the curb (and returned to the garage) **within 12 hours after they are emptied.**

Please place your trash/recycling containers on the grass near the road. In winter, do not place containers in shoveled right of way area between the road to the sidewalk in front of the ranch units; rather place them up on snowbank.

Space for containers is provided in each garage and it is requested that care be taken to place refuse in appropriate solid metal or plastic containers with covers that can be securely closed. It is preferred residents do not use plastic bags for refuse/recycling. Animals can easily open bags and spread refuse around the neighborhood, causing a health hazard, as well as a mess!

Bulk trash and large items are picked up according to the published ER DPW schedule. **www.Eastrochester.org**, under Public Works click on Bulk Pick Up for the annual 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 available at www.monroecounty.gov/des-residentialrecycling

Tires will **not** be picked up by East Rochester DPW. Residents must recycle them. For a minimal cost, dispose of them at Monroe County ecopark. Closer to our community - a possible recycling center is Northside Salvage, (585) 444-8866.

Hazardous wastes and containers, such as paint and solvents, may not be left at the curb. Make an appointment with ecopark at www.monroecounty.gov/ecopark
Call Monroe County Department of Environmental Services with other household hazardous waste questions at (585) 753-7600.
Electronics, computer, printers, monitors, TV, radios, phones/cellphones, etc. must be recycled at a community event or contact ecopark at www.monroecounty.gov/ecopark

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 two weeks for the variance request to be approved. Written notification will be sent to the unit owner by the Managing Agent.

The screen/storm door must be white in color.
The screen/storm door must be an approved design (see below).
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 signage is strictly prohibited on the exterior of units and in the windows with the exception of when a unit is being offered for sale or if a unit owner has a security system.

a. In the instance of a property for sale, one (1) cardboard "FOR SALE" sign (18 inches by 24 inches) is only allowed in the overhead garage door window. Additionally, "Open House" signs are permitted up to, but not to exceed, six hours per week.
b. If you have a security system, one (1) security sticker is permitted to be placed in a window.

XV1I. OUTDOOR LIGHTS

Safety and security of our residents is a top priority. Outdoor lights at each unit should be left on from sunset to sunrise to provide for a more secure environment for our residents.

XVIII. VARIANCE REQUESTS (ALTERATIONS TO COMMON ELEMENTS)

If there is any question regarding an anticipated change to any common area requiring a variance request, contact the Managing Agent or on-site Superintendent.

A variance request must be submitted and approved by the Board of Managers **before** any exterior alteration can be undertaken.

Examples include but are not limited to installing or changing a screen/storm door, an entry door, a window, cable TV, a satellite dish, AC unit, roof venting for laundry dryer, updating landscaping or changing the garage interior. For planting in common elements (which includes the beds around the ranch unit).

A unit owner shall be required to submit a variance request for any exception to Rules & Regulations.

The variance request form is available from the Managing Agent and must be submitted to the Linden East Board of Managers for review. Allow at least two weeks for the variance request to be reviewed and a decision made by the Board of Managers. Written notification will be sent to the unit owner by the Managing Agent.

Changes to the common area can only be made **after** receipt of a variance approved by the Board of Managers. 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 an After-the-Fact Variance be submitted. 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.

XIX. VISITORS AND TENANTS, LEASE RIDER

It is the responsibility of the owner to inform residents, visitors and tenants to be sure that they adhere to all rules, regulations, and guidelines of Linden East.

All unit owners who lease 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 responsible for the actions and activities of the tenants and their guests.

Anyone living in a unit other than the **immediate family** of a unit owner is considered to be a tenant. **An immediate family member is defined as a parent; sibling; child by blood, adoption, or marriage; spouse; grandparent or grandchild. Further documentation may be required.**

The unit owner is to provide the Managing Agent with a copy of the tenant's lease with contact information (mailing address if different, email, phone number), signed lease rider at the time of occupancy.

A tenant has the same responsibility to abide by the rules for condominium living as outlined in this Resident Handbook and the Declaration and By-Laws. The unit owner is responsible for providing tenant with a current copy of the Resident Handbook as well as the Declaration and By-Laws.

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

1 Leasing requirements.

a. Owner must be up to date on all common charges for the unit and not be in arrears prior to leasing the unit.
b. Owners who lease their unit must provide a valid minimum 1-year lease & the signed Linden East lease rider within thirty (30) days to the Managing Agent.
c. Owner must provide to the Managing Agent a valid mailing address, email and phone number for himself/herself.
d. Owner may only lease out the entire unit; no room leasing allowed.
e. Tenant may not have any pets. No pets are allowed in leased units.

2 No transient or hotel purpose leases. No month-to-month leases. No owner shall lease his or her unit for transient, hotel or vacation purposes, which shall be defined as leasing for any period less than one year, unless such lease 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.

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 in this handbook. This requirement shall be satisfied by the inclusion in the Lease 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, 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 in the Resident Handbook. Leasing 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 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 XIX is an offense subject to fine. Violations specific to owners who lease their unit are subject to fines, but not limited to, as follows:

*The required 12-month signed lease & required lease rider not on file with Managing Agent
*Tenant has a pet.

Monthly Fines:

- 1ST month $500
- 2ND month & subsequent months $1000 each
- Each fine begins when the tenant moves in, not when the violation is reported.

LINDEN EAST CONDOMINIUM

LEASE RIDER - ADD THIS TO YOUR LEASE

This rider is to be 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 (30) 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 1-year 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. Leasing of the unit to the tenant does not absolve the landlord of this responsibility.

4 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 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 The **OWNER** & the **TENANT** agree with the Association Documents to keep their balconies in a "neat and clean condition" and maintain them in "good order and overall appearance."
Snow and Ice: Remediation of ordinary and temporary conditions—such as clearing snow, removing ice, and salting balcony surfaces and appurtenant steps—is the sole responsibility of the benefiting Unit Owner to ensure safe conditions.

7. Tenants are not allowed pets.

Dated: _____ _____
LANDLORD

Dated: _____ _____
TENANT

Tenant Phone_____

Tenant email_____

Make/Model/License Plate of Tenant Vehicle_____

Make/Model/License Plate of Tenant Vehicle_____

XX. WINDOWS/SCREENS/WINDOW COVERINGS

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.

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.

Before replacing a window (other than a broken pane), a unit owner must submit a variance request for review/approval. Allow at least two weeks for the variance request to be approved. No work should be done prior to receipt of the written approved variance request. Written notification will be sent to the unit owner by the Managing Agent.

Window Replacement must be identical style & configuration. Sliding windows are the only approved style window and may have White (preferred) exterior or Brown exterior.

Window coverings – including blinds, shades, curtains, shutters, etc. must be in good repair when visible from the common area of the community. Units with damaged window coverings shall be subject to fines if not remedied.

Miniature lights may be placed in windows for the holidays no sooner than November 20. They must be removed no later than January 20 each year.

XXI. GENERATORS

Permanently installed, whole-house generators are **not** allowed at Linden East Condominium.

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, which 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. FURNACE AND THERMOSTAT

In-unit Furnace Filters should be replaced 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.

Thermostat Minimum setting: A minimum setting of 60 degrees is required to minimize the threat of flooding damage as a result of burst frozen water lines.

Furnace Replacement: Lower Ranch & 2-story town house units must replace old furnaces with up-flow model furnaces. New ductwork will need to be installed. Contact Managing Agent for specific details and required variance request form. This does *not apply to terrace units.

III. ELECTRICAL PANEL BOX

The electrical panel box contains circuit breakers. Circuit breakers will turn off when an overload or short occurs. If the circuit breaker will not stay in the “ON” position, do not force it. Check appliances & electrical outlets 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.
Signage was updated in 2020 to better identify buildings located off main thoroughfares.
In 2021, numbers were added to all terrace units in 2021 and reflective numbers were added to all mailboxes to better identify individual units.

V. INSURANCE

Included in the monthly maintenance fee is an insurance premium covering units as initially sold and common elements. The condominium fire and liability insurance covers the units as initially sold and common elements. There is a deductible on this insurance policy.

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 damage repair is the responsibility of the unit owner in which the water heater or washing machine is located.

It is the responsibility of each resident to provide adequate insurance through a private carrier for any upgrades to the unit made after the unit was initially sold and 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's code (section 123). There should be no noise from residents, family members, phone, 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 can 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 by the date indicated in the annual letter sent by the Managing Agent each fall. 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

Removal of all items placed on sidewalks (especially but not limited to welcome mats) is required by the date indicated in the annual letter sent by the Managing Agent each fall 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 to residents, 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. Your container should be placed in the garage just inside the service door. (Rain and snow can

cause the product to cake). If the container is near empty, please call the Managing Agent to request a refill.

The East Rochester snowplows will plow all roadways by 7:00am.

The Linden East driveways and service roads will be plowed between 9:00am and 3:00pm when snowfall exceeds three (3) inches and plowing is necessary. Please remove your vehicles between 9:00am and 3:00pm so the entire driveway can be cleared. **Vehicles not moved shall be subject to fines**.

IX. VEHICLE EXHAUST FUMES

During cold weather, please be sure to move your vehicle out of the garage to warm up in the driveway so that the fumes are not directed toward the building. The fumes, which enter the building, create a serious health hazard. Be sure to close the garage door upon departing.

X. FOOD WASTE/GARBAGE DISPOSAL

Cold water must be used with the food waste disposal in order to flush the ground up food waste through the household pipes and sewer lines. Do *not pour grease into disposal, as it solidifies in the drain pipes. Dispose of grease in the trash can/refuse. When overloaded, the motor will automatically stop. Refer to the manufacturer's instructions.

DO NOT FLUSH any type of wipe, pad or diaper product down the toilet even if the container says they are flushable! These items catch on the inside the sewer pipes and can cause major sewer back-ups and heavy damage to units and common elements.

XI. WATER HEATERS

The original 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. The installation of gas and tank-less water heaters will require a variance since venting through common areas is necessary for proper installation.

XII. WATER SHUT OFF LOCATIONS

FOR THE ENTIRE BUILDING, the shut off valve is located in the utility closet of each ranch unit and must be accessible.

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.

XIII. WINDOW GLASS

The windows in each unit are Thermopane 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. Haze in window glass requires unit owner attention. Window seals and glass may be repaired instead of replacing the entire window, if needed

All windows, with the exception of those in the garages, are the responsibility of the unit owner, not the Condominium. New windows can be ordered without white mullions/mullions (grids/grills).

The Managing Agent will provide written notification to Unit Owner if windows need to be repaired.

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 from the Seller at 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.

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 have any questions or require assistance, please do not hesitate to contact the Managing Agent.

BOARD OF MANAGERS
LINDEN EAST CONDOMINIUM

THIS LIST IS NOT ALL INCLUSIVE LINDEN EAST CONDOMINIUM MAINTENANCE RESPONSIBILITIES		
	ITEM	MAINTENANCE & REPAIR
1	Air Conditioning Condenser (outside)	Unit Owner
2	Balconies: Restricted Common elements	Condominium
3	Ceilings, Interior Surfaces	Unit Owner
4	Common Elements	Condominium
5	Conduits, Pipes, Wires in Common elements servicing two or more units	Condominium
6	Decorating: Interior Wall Surfaces	Unit Owner
7	Streets: Dedicated Streets	Village of East Rochester
8	Doors: Entrance Doors and Hardware, except painting of exterior surface	Unit Owner
9	Doors: Interior Doors	Unit Owner
10	Ducts - not located in the Unit	Condominium
11	Electrical Conduits – not located in the Unit	Condominium
12	Electrical Wiring – not located in the Unit	Condominium
13	Electrical Outlets: Inside Unit	Unit Owner
14	Exterior: Any Part which Constitutes a Part of the Exterior	Condominium
15	Floors: Interior Surfaces	Unit Owner
16	Foundation	Condominium
17	Garages: Restricted Common Area	Condominium
18	Garage Door Openers	Unit Owner
19	Garage Doors, Tracks, Springs, Cables and Hardware	Condominium
20	Gas Supply Lines and Piping located in Common Elements and supplying two or more units	Condominium
21	Heating Ducts	Condominium
22	Heating Unit	Unit Owner
23	Informing Board of any Planned Work the Condo is Responsible For	Unit Owner
24	Landscaping: All Trees, Shrubs, Turf, Etc.	Condominium
25	Painting: Interior Wall Surfaces	Unit Owner
26	Parking Spaces, Pavement and Private Drives	Condominium
27	Plumbing: Supplied to Unit Wall Outlet	Condominium
28	Pumps	Condominium
29	Recreation Areas	Condominium
30	Roofs	Condominium
31	Sewer Lines	Condominium
32	Storage Spaces	Condominium
33	Structural Members: Columns, Girders, Beams and Supports	Condominium
34	Telephone Lines To Unit Wall Outlet	Condominium
35	Television Cables To Unit Wall Outlet	Condominium
36	Variance Approval from Board For Any Alterations to Common Elements	Unit Owner
37	Walls: Interior Surfaces and Wallpaper	Unit Owner
38	Walls: Main Bearing Walls	Condominium
39	Walls: Repair or Replace Non-Bearing Partition Walls Within Unit	Unit Owner
40	Windows and Screens	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 foudations, and structural members, including bearing walls, colums, 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 Articl 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.