PITTSFORD VILLAGE GREEN CONDOMINIUM

GUIDEBOOK

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ARCHITECTURAL CONTROLS

A. <u>INTERIOR AND EXTERIOR MODIFICATIONS</u>

- 1. No modifications of any kind can be made to either the common elements, the common areas or internal unit structures (See page 138 of the Offering Plan) until the plans and specifications of the desired modifications have been submitted to, and approved in writing, by the Board of Managers. The Board will review all requests with respect to the proposed modifications, harmony of design, use and location in relation to surrounding structures and topography. Requests for changes or modifications should be submitted in writing, together with detailed plans and specifications showing the nature, kind, shape, height, materials and location.
- The Unit Owner shall be notified in writing of approval and, if a request or proposal is rejected, a reason for the rejection shall be included. The Unit Owner is welcome to ask the Board to reconsider its position and may present new or additional information which might clarify the request or demonstrate its acceptability.
- 3. The Board will respond to all questions and proposals as promptly as possible. (If the Board fails to respond within thirty (30) days, the Unit Owner's request shall be considered <u>denied</u>.)
- 4. Only the exterior materials existing on the parent structure, or those compatible with the architectural character of the community will be approved.
- 5. Exterior color changes of any nature require approval, which will be granted only if the proposed color is in harmony with the other existing buildings.
- Expenses incurred in removal or restoration of an unapproved addition or alteration are the Unit Owner's responsibility and not that of the Condominium.
- 7. Possession of a town or county permit does not waive the need for Board approval. Although the Board will not knowingly approve a project which is in violation of the county or town building and/or zoning codes, the responsibility for compliance with any applicable codes is solely that of the Unit Owner.
- 8. Awnings, as a general rule, do not enhance the appearance of the community and, therefore, will not be permitted.

- 9. Doors mats in excess of 3' x 5' are not permitted outside. All mats, boot trays and the like are to be placed inside the unit. Conservative-type door mats only are permitted.
- 10. Signs are the responsibility of the unit owners. Replacement signs must be the same or similar to existing signs in size, color and wording, unless business name has changed. Variance request is needed only for requested changes in these aspects.
- 11. No visible exterior television or radio antenna of any sort shall be placed, allowed or maintained upon any portion of the common elements.
- 12. No decorative objects are to be placed anywhere outside the unit.
- 13. No addition to the exterior lighting system of the community will be permitted (i.e. spotlights).
- 14. No flowers, plants, bushes, trees or shrubs of any sort may be planted, unless directed by the Board and unless prior written authorization is received from the Board.
- 15. Removal or alteration of any of the common area or landscape features is not permitted. Unit Owners will be held responsible for such removal and/or alteration, as well as responsible for any costs incurred to restore the landscape or other portion of the common area to the original specifications.

B. DOORS AND WINDOWS

- 1. Maintenance of the exterior doors, windows and attached hardware is the sole responsibility of the Unit Owner.
- 2. The exterior surfaces of the windows and doors may not be painted or altered by any Unit Owner or Unit Owner's representative.
- 3. No additional notices, signs, symbols or ornamentation of any kind will be affixed to the interior or exterior surfaces of the glass.
- 4. Entry keys for the individual units will <u>not</u> be kept on file by the Board or the Management Company. In case of a lockout or damaged lock, the Unit Owner must contact a locksmith at his or her own expense.

UTILITIES

A. DOMESTIC ELECTRIC, ELECTRICITY FOR COOLING

Each Unit Owner will be billed directly by Rochester Gas and Electric Corporation for any domestic electricity consumption relating to lighting, cooling, appliances, machinery and other electrical devices, within the office condominium. Maintenance and repairs to all electric lines or meters serving an individual office condominium will be the sole expense of the Unit Owner.

B. <u>NATURAL GAS FOR HEATING AND HOT WATER</u>

Heat is provided by a natural gas-fired furnace. As with the domestic electricity, each Unit Owner will be billed directly by Rochester Gas and Electric Corporation for gas consumption within the office condominium, and maintenance and repair of the furnace, gas lines and heat runs serving an individual condominium shall be the sole expense of the Unit Owner.

C. COMMON AREA ELECTRIC

Electricity used to power exterior lighting or exterior outlets will be metered separately from the individual office condominiums, and usage charges will be a part of the monthly common charges.

ASSESSMENTS

These monies are required to maintain the property and to provide needed services to you. They are due and payable on the first day of each month. Please make a special effort to pay in a timely fashion. Failure to pay either the monthly maintenance assessment, any special assessment, or charges for damages, by the first day of the following month, can result in a lien being placed against your property and the imposition of additional charges to cover the legal expenses involved. Upon notification of the assessment amount due, all payments should be made <u>payable to</u>:

Pittsford Village Green c/o Crofton Perdue Associates, Inc.

111 Marsh Road, Suite 1 Pittsford, NY 14534

BOARD MEETINGS

Pittsford Village Green Condominium Board of Managers will meet on a regular basis, usually quarterly. If you have a special concern that you wish the Board of Managers to address, you may contact them directly or through your management agent.

GENERAL INFORMATION

- 1. No soliciting is allowed on the property for any reason.
- 2. Towing Improperly Parked Cars:

We have arranged with a towing firm to remove improperly parked cars or other vehicles which would otherwise impede the snow removal efforts or access throughout the property. Owners of towed cars will be required to pay a towing fee plus a day storage fee to redeem their cars.

3. Sidewalk Clearing:

While every effort will be made to clear the Condominium's sidewalks of snow as early in the morning as possible, and to keep them open continuously throughout the winter, severe storms, emergency maintenance situations requiring one or more of Pittsford Village Green's personnel, equipment breakdowns and the like may, on occasion, make the achievement of this goal impossible. Your understanding and patience should this occur will be greatly appreciated. Calcium chloride is used on the steps and sidewalks. (Rock salt is not used because it damages the concrete and carpet.)

IMPORTANT PHONE NUMBERS

| Town of Pittsford | 248-6200 |
|-----------------------|----------|
| Village of Pittsford | 586-4332 |
| Monroe County Sheriff | 428-5432 |
| Police | 911 |
| Fire | 911 |
| Ambulance | 911 |

Should you believe that there is an emergency which calls for the assistance of the police, fire department or ambulance, be sure to <u>call the appropriate party first</u>, then notify Crofton Perdue Associates at 248-3840. The minutes saved could avert a tragic loss.

INSURABLE LOSSES

If you sustain damage to the basic structure of your condominium, please contact Crofton Perdue Associates at 248-3840. Someone will inspect the loss, verify that it is covered under the Association's multi-peril policy, and initiate the claim. For interior damage, compensation will be issued jointly in your own name and in the name of the Association. Payment will be made to you only after repairs have been substantially completed.

INSURANCE

A NOTE OF EXPLANATION CONCERNING THE INSURANCE COVERAGE PROVIDED TO YOU THROUGH THE ASSOCIATION'S MASTER POLICY:

The Board is responsible for securing insurance for the Association as enumerated in the Declaration of Covenants, Conditions and Restrictions. To this end, the Board secures a "Master Policy" which you pay for as part of your monthly assessment.

In general, the Association's Master Policy provides:

- 1. <u>PROPERTY COVERAGE:</u> "All Risk" real property coverage on walls, roofs, foundations, etc.
- 2. <u>LIABILITY COVERAGE:</u> Coverage to the Association and its members as individuals against liability situations concerning the <u>Association</u>. Example: A person alleges injury caused by a fall on a sidewalk or other "common area". This policy would respond on behalf of the Association and/or the individual member.

It is important that each Unit Owner be aware of the need to carry adequate individual coverage, i.e. separate and apart from the Association's Master Policy.

Specific questions regarding the Association's coverage should be directed to the Association's management company, Crofton Perdue Associates at 248-3840.

Owner's Personal Property should be insured by the owner. This includes furniture, equipment, supplies, etc. This is best covered under a standard business policy with an appropriate contents rider.

An Owner's Personal Liability (like their personal property) should be covered by an appropriate policy. Example: If a guest slips on a throw rug inside a unit, any legal action which might result would NOT be covered by the Association's policy.

PARKING AND ROAD SAFETY

- 1. Please be respectful of your neighbors' rights and needs. Certain special restrictions may be placed on parking in the general area by the Board of Managers (i.e. handicap or visitors' parking). Handicap parking spaces are for the handicapped and should not be used by other vehicles. Please remind your visitors to use only one space in areas where more than one car can park.
- 2. No motor vehicle or vehicles, other than a registered non-commercial passenger, suburban, or station wagon motor vehicle, shall be parked in the driveways or parking areas of the Condominium. This parking prohibition shall include, but not be limited to, boats, campers, trailers, house trailers, recreational vehicles, auto trucks, trucks, tractors, omnibuses, or any other commercial motor vehicle or unregistered vehicle, as defined or described in the Vehicle and Traffic Law of the State of New York.
- 3. Unlicensed motor vehicles (other than those operated in the course of common area maintenance) should not be operated anywhere on the common areas (including roads) at any time. This specifically includes minibikes, go-carts, snowmobiles, etc.
- 4. No unlicensed operator shall operate a motor vehicle anywhere on the common area at any time.

REPAIRS - DAMAGE

- Every Unit Owner shall be liable for any and all damage to the common elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.
- 2. All the repairs to internal installations of the unit located in and servicing only that unit shall be at the unit owner's expense.
- 3. <u>Repairs and Maintenance:</u> All maintenance, repairs and replacement to the common elements of the property, including but not limited to exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wires, conduits, and public utility lines as are located in the common elements but

serve one or more units, shall be the responsibility of the Condominium. All maintenance (including painting and decorating of the units), repairs and replacement to the units, windows (including all glass breakage), screens, doors and repairs to pipes, wires and conduits located in and servicing the same unit other than as set forth above shall be the responsibility of the respective unit owners.

The Board of Managers shall repair all plumbing and electrical defects occurring in the common elements, and shall have the right of access to any unit and to all portions of the common elements for the purpose of carrying out any of its obligations under these By-Laws of the Declaration of the Condominium.

All repairs, painting and maintenance, whether made by the unit owner or by the Board of Managers, to the doors, windows, ceiling or the exterior surface of any building, including roofs, or to any generally visible portion of the common elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor.

In the event that a unit owner fails to make any maintenance or repair which is necessary to protect any of the common elements or any other unit, the Board of Managers shall have the right to make such maintenance or repair (after failure of the Unit Owner to do so after 10 days written notice, or written or oral notice of a shorten duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to his unit or for repairs to any common element restricted in use to such Unit Owner, and the Unit Owner fails to make prompt payments, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Unit Owner shall be liable for the reasonable Attorney's fees and cost of such suit or proceeding together with interest on all sums due.

SALES AND RENTAL OF UNITS

- 1. Prior to selling or renting a unit, carefully read Article VIII of the By-Laws in your Offering Plan.
- "For Sale" or "For Rent" signs or signs of any type other than the permanent directory signs installed are not permitted in the common area nor are they permitted to be displayed from any window.

SERVICE REQUESTS

If you experience a problem on the exterior of your condominium (with the exception of signage, doors, windows, window screens and hardware), please bring it to the attention of the Crofton Perdue Property Manager or Assistant Property Manager. If you see a maintenance problem in another part of the property, please call Crofton Perdue.

TRASH / RECYCLING

- 1. All trash must be bagged, tied and placed in the trash dumpster.
- 2. Recycling must be placed in the designated recycling dumpster.