

Sutton Park Condominium



RESIDENTS MANUAL

with

RULES & REGULATIONS

Sutton Park Condominium
1400 East Avenue, Rochester, New York 14610

IMPORTANT TELEPHONE NUMBERS

General Emergency Number: 911
Ambulance, Police & Fire

Life Line 585-275-5151
TTY 585-275-2700

Poison Control 585-546-2777
TTY 585-275-2700

Sutton Park Service Numbers:

Doorperson 585-442-5310

On-site manager 585-442-5938

Emergency 585-225-7440

Property Manager:

Realty Performance Group, Inc. 585-225-7440
470 Long Pond Road. Suite 230 FAX 585-225-7630
Rochester, NY 14612
info@realtyperformancegroup.com

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Sutton Park Condominium

Sutton Park is located in an Historic Preservation District. The complex sits among stately mansions, major denominational churches, synagogues, museums and the "Park Avenue District."

The building was designed in 1964 with construction completed in 1968. It has seven floors served by two elevators in the A Wing (facing East Avenue) and one elevator in the B Wing (extending north from the back of the A Wing). The lowest level of the A Wing is the Lower level and the lowest level of the B Wing is the Ground/Garage level.

Sutton Park is a very fire-resistant building. It is constructed with reinforced concrete columns and 8" lightweight concrete flat floor slabs. The exterior walls are constructed of 4" block, 2" air space and 4" brick veneer. The interior partitions are predominantly non-load bearing walls of 3" Pyrobar, either plastered on both sides, or with rock lath on one side and faced with plaster on both sides. The main roof is composed of 8" concrete slabs covered with 1 ½" rigid insulation, built-up roofing and gravel. Throughout the building there is a smoke-detection and fire alarm system that has been inspected, tested and approved by the Rochester Fire Department

There are 99 units, which range in size from studio, one bedroom, two bedroom and three bedroom types. Attached to the B Wing, via an enclosed breezeway, is a two level garage, which is part of the common area that accommodates a deeded and/or assigned parking space for each unit. Each unit has a storage bin located in one of two storage rooms located at either end of the A Wing's lower level hallway. The storage bins are restricted common elements for unit owners' and tenants' use. A limited number of common area hall closets are available for rent on an annual basis. These closets are offered for rent to residents registered on a waiting list maintained by the On-site manager.

Section 1

WELCOME AND OVERVIEW

WELCOME TO SUTTON PARK

The residents of Sutton Park are pleased to welcome you to our community. We hope that you will enjoy living at Sutton Park. We will respect your privacy but invite you to participate on our various committees and at our Board meetings. We value your ideas and any contributions you can make towards the continuous improvement of Sutton Park as the premier residential facility on East Avenue.

When you purchased your condominium unit, you should have received the following items. (If you have not received the items listed below, we suggest that you contact your attorney and/or the previous owner immediately):

- Two building entrance keys (extra or replacement key requires a deposit fee of \$300 each)
- Two sets of keys for your unit
- One mailbox key
- One garage door opener
- Copies of the Declaration, By-Laws and Rules & Regulations

ENTRY KEYS

Two duplicate entry keys to your unit must be on file with the On-site Manager. These keys are kept in two separate secure sets that are required: 1) to enable emergency entrance to your unit by community emergency service personnel and 2) to enable the Sutton Park staff to enter your unit during a building emergency or to assist you in re-entering your unit in the event that you become locked out of your unit. One set of these keys is available to the doorpersons to permit you to regain entry. The second set of keys is used as an emergency backup set in the event keys in the other set are temporarily unavailable.

OFFERING PLAN (PROSPECTUS) FOR UNIT OWNERS

The offering plan (prospectus) is a very important, legally binding document. It includes the Declaration and By-laws you agreed to abide by when you accepted the deed to your unit at Sutton Park. You should have received this document from the previous owner of your unit. If you did not, first contact your attorney and sales agent to confirm that they did not overlook passing this document on to you. If it is not available, you may acquire a copy from the Property Manager for a \$50 fee to cover copying and handling, or, with a \$50 deposit, you may borrow the offering plan so that you can make your own copy.

Each unit at Sutton Park is entered from an interior hallway. Residents have access to a common area that includes wide, carpeted hallways, a main foyer and lobby, a library, a first-class mail area and a second-class mailroom, a laundry facility, secure storage areas, and a Board meeting/Private Party Room.

Sutton Park's attention to security is composed of a doorperson, a multi-camera video system, locked entry doors and a remote entry system.

GOVERNANCE OF THE CONDOMINIUM

Sutton Park Condominium is defined by and operated in accord with three principal governing documents: the Declaration, the By-Laws, and the Rules & Regulations.

The Declaration defines the Condominium, its ownership, its units and its common areas. It also stipulates that the affairs of the Condominium shall be governed and controlled under the By-Laws by a Board of Managers. In addition, the community, through its Board of Managers, adopts Rules & Regulations that are appended to the By-Laws. Most rules arise from the original Declaration and By-Laws with the addition of policies necessary for day-to-day operations. They are disseminated and enforced by the Board of Managers. All unit owners agreed to these policies and rules when they accepted their deed to the property, and residents are subject to the provisions of these primary documents.

THE BOARD OF MANAGERS

The Board's main objective is to preserve Sutton Park as a premier residential community where residents and unit owners can enjoy privacy, good neighborliness, security in their property investment, and the opportunity to participate in the continuous improvement of Sutton Park.

The Board of Managers is composed of 5 unit owners elected by the unit owners. Elections are held every year at the Annual Meeting in October. Any owner may run for the board for a 3-year term and members are elected on a rotating basis. The Board is required and empowered to operate the Condominium in accordance with the Declaration, the By-Laws, and the Rules and Regulations. The Board contracts with a Property Manager to provide the day-to-day operation of the Condominium.

To meet this objective, the Board is responsible for establishing, communicating, and enforcing policies under which the Condominium is administered. Additionally, the Board establishes an annual budget, the monthly common charges, and, when necessary, proposes special assessments for financing additions, alterations, or improvements.

Notices for the Board of Managers' meetings are posted on the bulletin board in the second-class mailroom, in the elevators, and at the entrances to the building. Committee meeting notices and Board and Committee minutes are posted in the mailroom. Notices from the Property Manager or On-site manager are also posted in the second-class mailroom, in the elevators, and at the entrances to the building.

The Board does not supervise the staff or manage the day-to-day operation of Sutton Park. All service requests and maintenance issues regarding the Condominium's operation should first be directed to the On-site manager. If the request is not adequately addressed within a reasonable time, you should send a written explanation of your concern to the Board. **All correspondence to the Board should be placed in the Board mailbox in the second-class Mail Room.**

SUTTON PARK'S STAFF

Sutton Park staff members are all employees of the property management company and supervised by the Property Manager. Commendations, suggestions, and concerns should be directed to the Property Manager. The On-site manager supervises the doorpersons, the maintenance staff, and the cleaning staff who primarily operate, maintain, and clean the common areas. They also provide limited, defined services to residents and unit owners in the maintenance of their units. These services are described in the Reference Information section of this manual.

RESIDENTS INFORMATION SHEET (EXHIBIT D)

Please complete the Residents Information Sheet you received from the On-site manager and return it to the On-site manager's office as soon as possible. The information is required for emergency contact information, and for the efficient operation and management of the property. In addition, the On-site manager needs your telephone number to enable you to use the remote entry system.

If you are a person with a handicap condition and require assistance in an emergency evacuation, please contact the On-site manager to place your name on the list of those persons needing assistance. This list will be given to emergency personnel upon arrival for their action. Please make sure to note this information on the Resident Information sheet.

MONTHLY PAYMENTS

Unit owners must pay a monthly common charge, due on the 1st of each month, to the Condominium. The amount of the common charge is based on the percentage of ownership assigned to each unit. The Property Manager supplies pre-addressed payment envelopes to each unit owner. Common charge payments may be made in advance. If a payment is not received by the 10th of the month, a late notice will be issued and a \$50.00 late fee charged. Note: in addition, a \$50 fee is assessed for payments returned for insufficient funds; plus any additional fees incurred by the Condominium or Property Manager. Sustained nonpayment of the common charges will result in a lien being filed against the unit or other action as authorized by the By-Laws. If you have questions regarding your monthly payment, call the Property Manager.

FINANCIAL STATEMENTS

Monthly financial statements detailing the current financial condition of the Condominium may be obtained from the Property Manager.

INSURANCE

The Condominium maintains a Master Insurance Policy, which provides property casualty and liability coverage on all common elements. Unit owners and tenants are required to maintain Personal Liability insurance on their unit, and Personal Property Insurance on its contents. For additional information on the Condominium's Master Policy, contact the Property Manager.

FINES

All violations of these rules will be subject to fines to the unit owner. A written notice of any violation will be sent to the unit owner and must be remedied within 15 days. A general fine of \$50 (unless otherwise specified within these Rules & Regulations) will be levied on the 16th day. Each day the violation continues after the 16th day, shall be considered a separate violation and multiple fines will be imposed, unless otherwise stipulated within these rules and regulations. If fines are not paid, a lien will be levied against the unit owner. All legal fees incurred by the condominium in collecting common charges, or enforcing the condominium liens will be the unit owner's responsibility. **City code violations will also be subject to City fines.**

LIVING IN A CONDOMINIUM

Living in a condominium requires an understanding of the many shared facilities and respect for others' privacy. Your condominium ownership includes only the interior space within your unit, but not the structure itself; and this, along with your balcony, is considered your exclusive use space. You may not alter the structure or mechanical systems without a variance, as they are common elements and not exclusively yours. A condominium is not an apartment and therefore requires you to maintain your own private living space.

Your neighbors live close by and have diverse backgrounds, personalities and values, which require everyone to act in a considerate and courteous manner. While Sutton Park residents and unit owners are free from many of the maintenance cares associated with owning an individual residence, they are expected to follow the condominium Declaration and By-laws, and the Rules & Regulations established by and for the community. **Your familiarity with the Rules & Regulations is essential to ensure that Sutton Park Condominium is operated as a quality residential facility.** Please take the time to become familiar with the Rules & Regulations. Consider becoming active in at least one of the advisory committees. Through them, you can help define Sutton Park as a vibrant community.

Section 2

REFERENCE INFORMATION

The following information is provided for your safety, security, and comfort in living at Sutton Park.

FIRE EMERGENCY EVACUATION PROCEDURES

Sutton Park is a very fire-resistant building. Throughout the building there is a smoke-detection and fire alarm system that has been inspected, tested and approved by the Rochester Fire Department.

STAY CALM AND DO NOT USE ELEVATOR

IF THE FIRE IS IN YOUR UNIT

- Close the door to the area where the fire is located (do not lock your unit) and LEAVE
- On your way to the nearest stairwell exit, alert your neighbors by knocking on doors, ringing doorbells
- Pull the fire alarm in the hallway to notify the Rochester Fire Department
- **DO NOT USE THE ELEVATOR**
- CALL 911 once you reach a safe location

IF THE FIRE IS NOT IN YOUR UNIT

- Stay inside and listen for instructions from firefighters
- If you must exit your unit, first feel the top and bottom of the door and doorknob to see if they are hot
- If hot, or there is smoke in the hallway, stay in your unit
- Seal the door to the unit with wet towels or sheets, and seal air ducts and other openings where smoke can enter

SMOKE INHALATION CAN BE DEADLY

- If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose
- If possible, retreat to a balcony or terrace away from source of the smoke, heat, or fire
- If you are able to leave the unit, go to the nearest stairwell
- Leave the building by the closest exit
- Stay away from the front entryway so firefighters can enter with their equipment

NOTE

- If you report the emergency to 911, be sure to tell the doorperson
- Provide details to firefighters, police, medical team, or ambulance personnel as they arrive
- If you extinguished a fire in your unit by yourself, it is still important to call 911 to let them know. A professional will want to come and check for any unseen hazards

IMPORTANT TIPS

- **Have a flashlight with fresh batteries on hand**
- **Make sure you have a working telephone available**

REMEMBER: DO NOT PANIC

BUILDING EMERGENCY SITUATIONS

A building emergency is defined as any condition that will destroy your property or that of other unit owners. Such conditions may include serious water system leaks, loss of heat, or electricity.

585-225-7440 is a direct line to the property management company. Someone is always on call. You may leave a message and follow the voice mail instructions for after-hours calls that are emergencies.

LOSS OF ELECTRICITY TO THE BUILDING

In the event of a loss of electricity to the building the emergency lighting system will go on. These battery-operated lights will remain on for 90 minutes (Fire Code requirement). If you exit the building during this “outage” period, the lights in the stairwells may be on when you leave but may be off when you return. **It is recommended that each unit have several flashlights available and that you take a flashlight with you when leaving during an outage.**

STAFF SERVICE INFORMATION

Routine service requests are submitted in writing on a Maintenance Request form, available from the On-site manager. It will be handled appropriately. If it is not possible for the On-site Service Manager to complete the request, you will be notified. If there is any remaining problem, you may contact the Board of Managers.

The On-site manager is primarily responsible for the care, maintenance and cleaning of the common areas. The interior maintenance of each unit is the unit owner’s responsibility. The On-site manager may perform simple maintenance tasks for residents. However, this free, non-cumulative service is limited to 30 minutes per month. To obtain this service, a maintenance request form is available outside the On-site manager’s office.

Listed below are examples of services that the on-site staff may perform with the required materials supplied by unit owners or residents:

- Changing light bulbs in wall and ceiling fixtures.
- Replacing a washer in a faucet.
- Installing a ceiling hook, or hanging a picture
- Adjusting a sliding closet door.
- Moving a piece of furniture weighing less than 75 lbs. to a new location in the unit.
- Seasonal storage of balcony/terrace furniture

A maintenance request should be submitted to the On-site manager for any service to which you are entitled under the one-half hour free service policy.

If the Manager judges any particular request to require more than one-half hour to accomplish, the unit owner will then be responsible for seeking and hiring a suitable contractor.

The staff shall not perform billable work for residents **at any time.**

DOORPERSON SERVICES (CALL 585-442-5310)

To fulfill their responsibilities, all doorpersons need to know each resident and unit owner by name. Residents and unit owners should introduce themselves to each doorperson. The doorperson's function is an integral part of Sutton Park's security controls. They assist in controlling building access by visitors, residents' employees, mail and parcel carriers, delivery persons, movers, and contractors. They are not to be instructed by owners or renters. Residents with complaints of any kind should contact the Property Manager or the Board of Managers (not the doorperson).

PARKING

The main entrance to Sutton Park is strictly used for resident pick up and drop off only. As a common courtesy, residents are expected to pull into a marked parking space if they intend to remain in a vehicle for any length of time.

Extra parking at Sutton Park is limited. As a courtesy to other residents, please park only within designated parking spaces and follow the parking regulations found in Section 3 of the Rules and Regulations. Additionally, for overnight or long-term parking, use the garage parking space assigned/deeded to your unit to assure adequate guest parking and the security of your vehicle. During snow emergencies, please park in the garage to facilitate plowing.

Sutton Park has 8 garage parking spaces that are available for rental by residents only. These are rented on an annual basis. The annual rental is payable in advance. Rental arrangements may be made through the Property Manager office.

Some resident unit owners who do not own vehicles may elect to lease their deeded and/or assigned garage parking spaces. Additionally, intermediate-term private rental of assigned spaces may occur when residents will be away from Sutton Park for extended periods. These private rental opportunities are usually posted in the mailroom and are available only to Sutton Park residents.

Handicapped parking spots are only for people who have a Handicapped Parking Permit, issued by the City of Rochester or other municipality.

TRASH DISPOSAL AND RECYCLING

PLEASE REFER TO SECTION 3 FOR COMPLETE INSTRUCTIONS ON TRASH DISPOSAL

Trash disposal and recycling at Sutton Park are accomplished through the use of refuse closets located opposite the A-Wing elevators. The refuse closets contain a trash chute; blue recycling boxes, and space for the placement of cardboard. The refuse closets are open when the doorperson is on duty. If the closets are locked, place trash in the dumpster on the building's west side. Note: The first-floor refuse closet is open 24 hours.

Do NOT leave trash or recyclables in the hallway outside the locked refuse closets.

COMMON LAUNDRY FACILITY

The common laundry facility is located on the lower level of the A Wing. The laundry facilities are available for use by residents around-the-clock. The etiquette to be followed in the use of the common laundry is defined in the "Laundry Room Rules" posted in the facility. The laundry contains 5 regular size washers and 1 oversize washer. There are 6 dryers. The laundry also has tables for folding clothes, an ironing board, and chairs.

Note: Rather than risk the possibility of residents spilling bleach on the common area carpets when carrying laundry supplies to and from the laundry, bleach is provided free to residents using the laundry.

HEATING/COOLING AND HVAC UNIT CONTROLS

Sutton Park is heated by gas-fired boilers, with a central, circulating, hot water system. The temperature within your residence is controlled by the thermostat and fan settings on the individual HVAC units in your rooms. In the spring, the central heating system is shut down and switched to a circulating cold water system providing air-cooling. The cooling temperature within your residence is controlled by the same HVAC units that control heating. In the fall, the central cooling system is shut down and switched to the heating system. Switching from heating to cooling, or from cooling to heating, takes about 24 hours to complete.

HVAC maintenance is required on each unit and performed in the fall. The On-site manager will notify residents and arrange to enter your unit.

TELEPHONE ENTRY SYSTEM

Your visitors will find your name and an assigned 2-digit code number on the directories located at the main and side entrances. When the visitor enters your code number, the entry system will automatically enter your telephone number that you have provided to the Property Manager. Answer the call and establish the identity of your visitor. The call will automatically cut off after one minute. You will hear a beep tone ten seconds before you are disconnected. If you want to allow your visitor to enter, simply enter or press “6” on your telephone. This will unlock the entrance door where the call originated. You will hear a tone indicating the lock has been released. After hearing the tone, hang up. **To deny entry - hang up without entering “6”.** If you are using the telephone when a visitor calls you from the entry system, the visitor will get a busy signal unless you have “call waiting” as part of your phone service.

You must provide your unit telephone number to the Property Manager who maintains the records for the On-site manager so that your unit can be programmed into the system. Note: the system accepts ONLY the 585 area code.

We strongly recommend that you leave a key with a neighbor for situations where you may lock yourself out or forget your keys. The doorman will assist you with this during regular doorman hours. However, if you return when no staff member is on duty, call the emergency number; an employee of the Property manager will be dispensed to assist you (please note: there will be a charge for this service). The Property Manager retains a key to all units for emergency purposes only.

NOTICES AND IN-HOUSE NEWSLETTER

Notices for the Board of Managers meetings are posted on the bulletin board in the second-class mailroom, in the elevators, and at the entrances to the building. Committee meeting notices, and Board and Committee minutes are posted in the mailroom.

Notices from the Property Manager or On-site manager are also posted in the second-class mailroom, in the elevators, and at the entrances to the building.

A newsletter, published quarterly, is delivered to each residence in their 2nd class mailbox.

Community bulletin boards for resident-to-resident communication are located in the 2nd class mailroom and lower level laundry room. Notices can also be forwarded to the editor of the condominium newsletter.

CONTRACT WORK AND MODIFICATION OF UNITS

Variance Request forms are available from the On-site manager, who can assist in completing the form. The completed form(s) will then be submitted to the Property Manager, and then the Board, if necessary. This procedure must be followed whenever structural, electrical, plumbing, or heating/air-conditioning modifications or major component replacement work in a unit are to be undertaken, or a contractor is engaged to do work that could affect the common areas associated with a unit or a neighboring unit. A date for work completion is requested. If this date is not met, the owner must inform the On-site manager and a new variance request form should be completed and filed with the On-site manager.

All contractors must submit a proper Certificate of Insurance to the Property Manager and, where applicable, obtain necessary building permits. **Contractors must post proposed changes on the hallway door of said unit along with the applicable City of Rochester Building Permit throughout the duration of the construction.** The appropriate City inspection officials must sign off on all items requiring approval.

The On-site manager and Property Manager maintain a record of contractors who have performed services in the building. This information is available to residents. **Contractors who perform services under contract with unit owners or tenants must register with the On-site manager prior to the start of work.** All contractors must log into the building each day when working on the site. NO work vehicles are permitted to park in the front circle or in the dock area; this area is for loading and/or unloading ONLY.

Section 3

SCHEDULE "A" OF THE BY-LAWS: RULES & REGULATIONS OF THE CONDOMINIUM.

Unit owners, residents, vendors, service personnel, and visitors shall be subject to the use restrictions set forth in the Declaration and By-Laws, and to Sutton Park's Rules and Regulations. Failure to comply with these rules and regulations will result in fines

Following are the revised and restated Rules and Regulations adopted by the Board of Managers of the Sutton Park Condominium. Adopted as of May 2020.

USE AND CARE OF UNITS

SMOKING (INCLUDING VAPING) IS PROHIBITED IN ALL UNITS AND AREAS OF SUTTON PARK PROPERTY.

This regulation includes interior and exterior, all grounds, common areas, all balconies, the parking garage, connecting breezeway, and receiving area, or within vehicles on the property. This rule applies to all unit owners, tenants, visitors, guests, employees, service workers, and contractors, with the exception of existing units owners and tenants (prior to November 27, 2018 who may continue to smoke within their units only, unless otherwise restricted by their respective tenant lease. Upon transfer of title of a unit, or the end of tenancy, smoking will be prohibited in said unit with the goal of establishing a smoke-free environment at Sutton Park Condominium.

UNITS SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY (Declaration 4, Section 4.05). NO BUSINESS OR PROFESSIONAL ENTERPRISE SHALL BE CONDUCTED FROM THE PROPERTY.

GENERAL CARE OF UNITS

FOR SAFETY REASONS, nothing may be left in the common hallways; and unit entry doors must be closed at all times. Failure to adhere to above is in direct violation of the Fire Code of the City of Rochester.

The **unit owner must give two keys for each entry door lock to the On-site manager** on the day of occupancy or within 7 days after the date of transfer of title to the unit, whichever is sooner.

If a resident plans to be away for two weeks or more, the resident should notify the On-site manager and the doorman of his or her departure and return dates. Make sure your resident information sheet is up-to-date with emergency contact information.

If out of town for more than two weeks, **mail** must be held by the postal service; or make other arrangements, as storage space is limited.

Residents and unit owners shall keep their units in **good repair**.

Residents and unit owners shall not keep any **flammable, hazardous or explosive materials in their units**, balconies, or storage areas; nor permit or conduct any illegal activity that would result in the increase or cancellation of Sutton Park's insurance.

Signs, advertisements, notices or other lettering shall not be posted on the building's exterior or grounds, hung from the interior of windows, nor placed on window sills. Real estate, as well as political signs, are not allowed inside or outside of the building.

Sutton Park is located in a designated historic preservation area. Therefore, a **uniform facade appearance is required**. Shades, Venetian blinds, mini-blinds, Levelor blinds, vertical blinds, and their exterior visible mounting straps must be white, cream, or light beige. Curtains or drapes must have a white, cream or light beige lining and be opaque if the drapes appear highly colored by transmitted light.

Antennas, satellite dishes, or other devices/projections, blinds, shades, or screens shall not be attached to the outside walls of the building or used on the roof; or hung from the exterior, or interior of any window, door, balcony, or terrace.

The On-site manager must give at least a 48-hour advance written notice to any resident whenever **entry to a unit is required for scheduled maintenance work**. On-site manager may enter a unit if an emergency condition is suspected, or exists.

For the convenience and privacy of residents, **staff members are required to call a resident before knocking to gain entry to the unit**.

The Board of Managers, or its designee, has **the right to immediately access any unit if an emergency condition** is suspected or exists, for example: make emergency inspections, repairs, replacements, or improvements; check for code violations; remedy certain conditions that would result in damage to other areas of the building. When the right of immediate access is exercised, two persons will enter the unit together. One of these persons will serve as a witness. If the attempt to contact the resident or unit owner prior to entry is unsuccessful, the resident or unit owner will be informed in writing of the names of the persons who entered, the date and time of entry, and the reason(s) for entry.

Before additions, alterations or improvements to any unit structure, and/or utilities may begin, unit owner must submit a VARIANCE REQUEST to gain approval from the Board of Managers. All variance request forms MUST have a start and stop date. If work is not completed, the On-site manager must be notified in writing and a new completion date established. Please seek the advice of the Property Manager if you are uncertain regarding the requirement for a variance for your project. Any consent, approval, or variance given under these rules and regulations may be added to, amended, or repealed at any time by resolution of the Board of Managers. (See Exhibit, B)

The **installation of a new washer and/or dryer, or approval of replacement equipment**, requires the approval of a variance. A complete copy of the procedure is available from the On-site manager. Please refer to EXHIBIT G regarding installation of new, or maintenance of existing unit washers/dryers.

DOORPERSONS AND DELIVERY PROCEDURES

CALL (585) 442-5310

Doorpersons do not perform errands, deliver items to units, or other personal services. Sutton Park provides carts for residents to transport items to their units.

Doorpersons shall announce all visitors unless residents have given prior approval for entry.

Doorpersons will assist in bringing a cart to a vehicle, removing items from a vehicle, loading the cart, and pushing it into the lobby. Residents are responsible for taking these items to their unit, unloading the cart, and returning the cart **IMMEDIATELY** to the location from which it was taken.

Doorpersons are not allowed to assist a resident who may have fallen or experiences any medical emergency.

IN CASE OF EMERGENCY, PLEASE CALL 911 AND THEN, ALERT THE DOORPERSON. Alerting the doorperson will allow them to direct emergency personnel to the appropriate location.

The following deliveries by mail or parcel carriers, express mail services, for residents or visitors are permitted at the main entrance: groceries, luggage, clothing, and small packages (any item that fits on the cart provided). Doorpersons may sign delivery receipts, notify residents of deliveries, and hold items for pick-up. Door personnel, Sutton Park Condominium, or other staff will not be liable for handling or safekeeping of delivery items received.

Deliveries ordered by residents such as food, groceries, medicine, cleaners, etc., which the resident wants delivered to their unit, must notify the doorperson that they are expecting a delivery. Between the hours of 10 pm and 8 am, residents **MUST** meet any delivery person in front lobby.

Deliveries that involve large or commercial items, require dollies or moving equipment, must be made at the delivery entrance, located behind the A-wing west end. No furniture may be brought through any entrance except for the dock entrance. Deliveries may occur between 8:00 a.m. and 5:00 p.m., Monday through Saturday. **Only the padded elevator, in the "A" wing, may be used.**

If a delivery arrives when the doorperson is on duty and the resident is unavailable, the doorperson shall notify the resident that the delivery is locked in the lobby closet.

DISPOSAL OF TRASH, GARBAGE, AND RECYCLABLES:

Proper disposal of trash, garbage and recyclables is the responsibility of every resident. The following guidelines must be followed in order to meet our obligations with our sanitary hauler and to maintain a clean environment within the building:

Residents' cooperation is needed in ensuring that all trash rooms are properly used and the following guidelines are strictly followed. Never leave anything outside the trash room door; if it is locked - take directly to the dumpster or use the trash room (open 24 hours) on the first floor.

SEE ATTACHED RECYCLING GUIDELINES (EXHIBIT F)

Yellow Box #1 - Place **ONLY** the following, all of which must be **THOROUGHLY WASHED** and caps discarded, and items 3 and 4 crushed to save space:

- Glass containers and bottles.
- Aluminum and steel cans.
- No. 1-7 plastic containers (*NO Styrofoam containers, regardless of the number on the container, may be recycled*)
- Tent-top milk or juice containers.

Blue Box #2 - Place **ONLY** the following:

- Clean newspapers.
- Magazines, catalogs, and cardboard boxes.

Behind the Trash Room Door:

- Flattened corrugated boxes.
- Any box too large to go down the chute, flattened to save space.

Residents Shall Place Directly in the Dumpster on the West Side:

- Bagged kitty litter
- Pet waste
- Disposable adult/infant diapers
- Non-recyclable glass.

In the Trash Container in the Delivery Door Area:

- Small non-recyclable items not suitable for disposal down the chute, e.g. coat hangers, old small electrical appliances, plants.

Down the Chute:

- Everything else including: garbage (bagged), egg cartons, loose paper, plastic bags, or anything not specifically mentioned above.

GLASS: Non-Recyclable Glass, broken glass, glass that may break, (light bulbs, for example) is a hazard to our staff. It must be handled separately and not thrown down the chute. Please bag and carry to the dumpster.

- Medication Containers may not be recycled. Please take them to your local drop off sites.
- For health and sanitation reasons, NO TISSUES OR PAPER TOWELS are to be recycled.

DISTURBANCES

General:

In line with the City of Rochester Noise Ordinance, if any noise is audible between 10 pm – 8 am; i.e. but not limited to, yelling, screaming, conversations, including cell phone, music, continuous sliding/slamming of balcony doors, interior or hallway door, or other sounds caused by or emitted by human or devices, audible beyond the boundaries of a unit or a restricted common area, balcony, or within any of the common areas, including hallways; Sutton Park fines will be imposed. Fines will be \$50 for first offense, \$100 for the second offense, and \$150 for the third or subsequent offenses.

Remodeling/Restructuring

Remodeling or restructuring a unit should occur only between 8:00 a.m. and 5:00 p.m., Monday through Friday; and 8:00 a.m. to 1:00 p.m. on Saturday. Any unit under construction must keep the unit door closed at all times. Only the padded elevator, in the “A” wing, may be used by contractors. Advise your contractor of these restrictions when negotiating a contract.

From Picture Hanging, and Resident Do-It-Yourself Projects: In-unit resident projects involving hammering on walls, floors, or ceilings shall be pursued **ONLY** between 8:00 AM and 8:00 PM, Monday through Saturday. Please respect your neighbor's desire for quiet relaxation, especially on Sundays and holidays.

From Sound Systems: Any sound generated from stereos, televisions, radios, musical instruments, and other appliances should never be loud enough to disturb neighbors through closed doors or windows.

From Social Events: Noise from in-unit social events should never rise to a level where neighbors are disturbed. Residents should ask their guests to refrain from talking loudly in the hallways. Unit doors must remain closed at all times. If a large number of guests are expected, residents may wish to notify nearby neighbors.

PARKING AND VEHICLE REGULATIONS

Front Circle Parking

- The main entrance to Sutton Park is strictly used for resident pick up and drop off only. As a common courtesy, residents are expected to pull into a marked parking space if they intend to remain in a vehicle for any length of time.
- The front circle is for visitor parking. No overnight visitor parking is permitted. Overnight visitor parking is available on either side of the building.
- Resident parking in the front circle is for short periods **ONLY** - not to exceed 30 minutes in length at any time. **NO** overnight parking in the circle is permitted. Offenders will be fined \$50 for first offense; \$100 for second offense; and \$150 for third, and each offense thereafter.
- Parking in the front circle's fire lane is prohibited. Vehicles parked in the fire lane will be towed at owner's expense.

Parking:

- Residents are permitted to park no more than two vehicles per unit on Sutton Park property.
- Those residents as of January 1, 2003 who were parking three vehicles on Sutton Park property will be permitted to continue to do so. This privilege does not carry forward with transfer of unit ownership.
- No non-resident may store a vehicle on Sutton Park property. Non-resident and commercial vehicles parked overnight are subject to towing per the posted sign.
- Unit Owners may not rent parking spaces to non-residents.
- Handicapped parking requires a valid handicapped-parking permit. Violators will be fined \$50.00 for first offense, \$100 for second offense, \$150 for third violation, thereafter.
- Each unit has one covered parking space, as a restricted common area in the garage. Residents should park their cars in the garage overnight and when away from Sutton Park for any extended period.

- The garage is entered through the west side doors. Garage door openers, programmed by the On-site manager, or the building entrance key inserted in the entry locks on posts where the garage entry ramps start, open the door. The garage is exited **ONLY** through automatically opening doors on the garage's east side. The garage's upper and lower levels are connected by stairs located at the east and west ends of the garage.
- Parking in the garage and lots is limited to licensed, insured, inspected automobiles, vans, and motorcycles. Storing campers, motor homes, trailers, boats, snowmobiles or unlicensed vehicles **anywhere** on the property is prohibited.
- Except for two gallons of windshield washer fluid and a shopping cart (kept at the head of your parking space) nothing shall be stored in garage parking spaces.
- Other than washing, waxing and vacuuming vehicles, vehicle repair and maintenance work is prohibited on the property
- The parking lots have four handicapped parking spaces, all located on the west side of the building. A valid, current, legal handicap permit, hanging from the rear-view mirror, or through a Department of Motor Vehicles handicap license plate, is required. Additionally, the garage's upper level has three handicapped parking spaces, available to qualifying residents from a waiting list maintained by the On-site manager.
- Driving on lawns or sidewalks is prohibited.
- Unit owner/residents' employees and the condominium staff are not allowed to park their vehicles in the front circle, but may park in the side lots.
- Contractor vehicles, and vehicles other than automobiles, must be parked in the west lot.
- Storage of a moving pod on Sutton Park property is prohibited beyond 2 calendar days.
- Vehicles with plow attachments may not park at Sutton Park.
- Eight garage parking spaces are available for residents to rent from Sutton Park on a yearly basis. The annual rental fee is determined when the annual budget is set. Once a resident starts renting a space, a renewable lease is guaranteed. One of these eight parking spaces is undersized (Lower Level Space #012) and may be offered at a reduced rental fee for parking motorcycles or sub-compact cars.

Bicycles:

- Bicycles are not permitted in the lobby or residential buildings. Bicycle storage racks installed in the west and east ends of the garage levels are available to all residents. Please see On-site manager to register bicycle and obtain a Sutton Park bicycle sticker. Unregistered bicycles are subject to removal. Use of these racks is at the residents' risk. The Board of Managers and the Property Manager are not liable for any loss incurred from using these racks.

PETS

Unit owners are allowed no more than two (2) pets (e.g. cats, caged birds) under the following conditions:

- Pets shall not be members of an endangered species.
- Pets shall be under the control of the unit owner/resident at all times.
- **Dogs are not permitted in Sutton Park with the following exceptions:**
 - Owners having a dog in Sutton Park as of October 1, 1993 are grandfathered.
 - Owners and tenants are allowed to have certified seeing-eye dogs, hearing-aid dogs, or other mobility or service animals as permitted by law. Dogs shall remain leashed at all times while on the exterior grounds of Sutton Park.
 - Dogs that are permitted in Sutton Park must be vaccinated, licensed, and tagged as required by the City of Rochester Code listed below:

All owners of dogs four months or older that reside in the City of Rochester must:

- *have a valid dog license*
- *provide a current rabies certificate issued by a veterinarian*
- *if spayed or neutered, provide proof*
- *renew dog license annually*
- *update the dog's license when the owner moves or when ownership of the dog is transferred, or the dog is lost, stolen, or deceased.*

COPIES OF THESE DOCUMENTS MUST BE ON FILE WITH THE ON-SITE MANAGER.

- Pet owners will abide by the following regulations:
- The size of the pet shall not exceed 20 pounds when fully grown.
- Unattended pets are not permitted in the common areas and must be carried through the common areas.
- Pet owners must immediately clean up pet waste from any area of Sutton Park property. Used "kitty litter" must be bagged in a securely closed plastic bag and disposed of directly in the dumpster. Used kitty litter **MUST NOT** be thrown down the trash chute.
- Pet owners are required to register their pets with the On-site manager.
- In order to maintain tranquility, pet owners must ensure pet noise remain at a minimum and is not audible in hallways or between units.

LAUNDRY ROOM RULES

- The common laundry facility is available for use by all residents and unit owners. The laundry room is not for the personal use of employees of Sutton Park residents. The etiquette to be followed in the use of the facility is defined by the following:

- Only two (2) machines at a time may be utilized per unit. After 9:00 p.m., use of up to three (3) machines is permissible.
- No bleach is allowed outside of the laundry room. You may NOT bring your own. Bleach is supplied by the Condominium at no charge.
- Laundry needs to be removed from the machines within 20 minutes of the end of the cycle.
- Lint filters MUST be cleaned at the end of every cycle.
- Clothes left in the laundry room will be removed to the Storage room until they are claimed through the On-site manager's office.

MOVING IN/OUT, OR DELIVERY OF LARGE APPLIANCES, FURNITURE

- Moving in or out is permitted **ONLY** between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday. **No moving is permitted on Sundays.** The doorpersons have been instructed to deny access to the receiving entrance by any movers outside of the permitted times.
- Unit owners and residents must schedule moves, and the delivery of large items, with the On-site manager at least 48 hours before a planned move, so that the elevator can be padded and reserved for the move.
- **ONLY** the lobby elevator closest to the steps connecting the A and B Wings shall be used for a move.
- The delivery entrance located behind the west end of A wing is the sole entrance to be used for moving in or out. Items must not be moved through the main or breezeway entrances, or by the B wing passenger elevator.
- Before and after a move, the On-site manager and the owner/tenant must conduct a walk-around of the areas between the unit and the delivery entrance to determine if any common areas were damaged during the move. Any identified damage will be repaired at the owner's expense.

USE AND CARE OF THE COMMON AREAS

- Each resident and unit owner is **RESPONSIBLE** for maintaining the security of the building. A special key system is used to control access to the building. Each unit owner should receive two keys from the previous owner of the unit. Additional or replacement keys may be obtained from the On-site manager with a deposit of \$300/key. This deposit is refundable when the key is returned. For security reasons, the use of all keys is a prime responsibility of unit owners and residents.
- Residents and unit owners must not alter or impair the common elements without the prior written consent of the Board of Managers. The common areas are defined in the Sutton Park Declaration. The sidewalks and entrances must not be obstructed or used for any purpose other than entering and exiting the building.

- Each unit has one parking space within the enclosed garage as restricted common area.
- As of November 17, 2018 smoking is prohibited in the common areas, including restricted common area balconies. Upon transfer of title, or the end of tenancy, smoking will also be prohibited in said unit.
- Walking barefoot is banned in all common areas. The Board of Managers and Property Manager are free from any liability surrounding this rule.
- NO ONE is allowed on the roof.
- Promptly return each Sutton Park cart to its designated location in the common area location. Do not leave carts in hallways or on elevators.
- The library, adjacent to the lobby, is available to residents and unit owners. Using an honor system, residents and unit owners may borrow library materials.
- The library is also available for special events. Use of the library must be scheduled in advance with the On-site manager. Card tables are available in the storage closet. The library must be left in the same condition as it was found.
- The Community Room, located on the A wing's lower level, is available for use by residents and unit owners for special events and committee meetings. Use of the room must be scheduled in advance with the On-site manager. The room must be left in the same condition as it was found.
- The convenience copier, for the use of residents ONLY, is located behind the counter in the lobby. Please exercise discretion in its use. This is provided for limited PERSONAL use. NO copies for business or personal gain are permitted.
- The first-class mailboxes are located in the west hallway of the A wing's main floor. Replacement of lost mail keys is at the unit owner's expense. The "second-class mailroom" is located immediately behind the first class mailboxes and may be used for general distribution.
- Complaints regarding maintenance services or operation of the condominium should be directed first to the Property Manager. If the response is unsatisfactory, a written, signed statement should be addressed to the Board of Managers.

BALCONIES AND TERRACES

- Balconies are restricted common areas governed by the Board of Managers (Declaration 5.01). Penthouse terraces are part of the units and are not part of the common area.
- Sutton Park is not responsible for any costs associated with the maintenance of balcony enclosures, its exterior or interior windows, or doors.
- Washing the enclosure's windows and doors is the unit owner's responsibility and must be performed at least annually by the owner. Contracted services for inside window cleaning will be made available (at unit owner's expense) when outside windows are scheduled for

washing.

- Permanent floor coverings are not permitted on balconies, either enclosed or non-enclosed. Non-permanent floor covering may be used. For non-enclosed balconies, the covering and balcony furniture must be removed and stored during the months between November 1st and April 1st. The maintenance staff will assist in the yearly removal and storage of these items.
- Heating or air-conditioning enclosed balconies is absolutely prohibited. Violations will result in a fine of \$50.00 per day.
- Drying, or airing laundry, or other items, is not permitted on the balconies.
- Balcony railing skirts should be a uniform beige color and maintained by the resident or unit owner. No skirts are allowed on East Avenue. Nothing should be hung on the outside of railings.
- Cooking of any type on balconies and terraces is prohibited. Barbecue grills shall not be stored on balconies or terraces. City of Rochester Fire Code strictly prohibits storage of propane and other gas fuel tanks.
- A barbecue grill is available for residents' use on the west side lawn. After use, the grill must be properly cleaned.
- Sweeping refuse, shaking mops, carpets, clothes, or other items from windows, balconies, and terraces is prohibited.
- Feeding animals or birds from balconies or terraces, windows, or elsewhere on the premises is prohibited. Bird feeders and birdbaths are not permitted.
- Balconies shall not be used for storage. Only patio furniture and plants are permitted on balconies.
- Plant and flower boxes must be contained on the inside of railings.
- Wind chimes, hanging baskets, umbrellas, etc., are prohibited due to risk of damage to persons or property. Every precaution must be exercised to prevent objects from falling from balconies or terraces.

DECORATIONS AND HOLIDAY DISPLAYS

- The installation of decorations in hallways or random placement on common grounds around Sutton Park buildings is prohibited.
- The hanging of decorations such as flags, wind chimes, feeders, flowerpots, etc. on the exterior of balcony decks or railings is prohibited.
- Planters or container plantings are allowed and may be placed on the balcony surface. Watering must not leak onto balconies below, and the pots must be weighted so as not to blow over or off the balcony.

- The hanging or displaying of seasonal decorations (lights, wreaths, etc.) on the exterior of the condominium is prohibited with the following exceptions:
- One decoration may be hung on the front door of the unit.
- During the period of Thanksgiving through January 10th, white, mini, non-flashing lights may be hung on an individual balcony. Participation by all homeowners facing East Avenue on each floor is urged for the sake of uniformity.

CONTRACTORS

- Before additions, alterations or improvements to any unit structure and/or utilities may begin, the unit owner must submit a variance request to receive approval from the Board of Managers.
- All contractors, performing services on the property, must register and sign-in with the On-site manager before beginning work. Forms are available from the On-site manager.
- Contractors must be familiar with the restrictions related to use of common elements. Necessary permits required for the work must be filed with the Property Manager and posted on the exterior hallway door of the unit in question. Contractors must log in each day they work on the premises. The log-in book is located on the counter in the main lobby. Only the padded elevator, in the “A” wing, may be used by contractors. Work vehicles must park on the west side of the building. An information sheet is available from the On-site manager.
- Remodeling or restructuring of a unit may occur only between 8:00 a.m. and 5:00 p.m., Monday through Friday; and from 8:00 a.m. to 1:00 p.m. on Saturday. NO construction is allowed on Sunday. Advise your contractor of these restrictions.
- Contractors are responsible for the cleaning and removal of all debris they produce within common areas. Use of Sutton Park’s dumpster is prohibited and will be subject to a \$100 fine per day.
- It is the owner’s responsibility to obtain a Certificate of Insurance that needs to be included in a variance request. A Certificate of Insurance from the contractor naming Sutton Park Condominium and the Property Manager as additional insured is mandatory before any work can start. No Insurance – NO WORK.

ADDITIONS, AMENDMENTS AND REPEALS OF CONSENTS, APPROVALS AND VARIANCES (CHANGES TO UNITS)

VARIANCE REQUEST INFORMATION

Section 5.13 of the Sutton Park By-Laws is the basis for the following requirement.

A request for a variance must be submitted to the Property Manager before any structural additions, alterations or improvements are to be made to a unit.

Please seek the advice of the On-site manager if you are uncertain regarding the requirement for a variance for your project.

Among the **reasons** for requiring a variance request are:

- Assurance that legal requirements for permits are met i.e. Building Permit
- Assurance that building, electrical, and plumbing codes are met.
- Quality assurance of the work performed on the building's units by licensed professionals
- Prevention of damages to the common areas or other units
- Maintenance of the integrity of the building and its systems
- Scheduling of any required interruptions of services in the building

Examples of additions, alterations, or improvements that require submission of a completed Variance Request form include, but are not limited to:

- Removal or relocation of interior walls,
- Any plumbing work to install or replace toilets, sinks, showers, tubs, dishwashers, or other appliances attached to the building's plumbing systems, hot and cold water supply lines, and wastewater drainage systems
- Any electrical work to move or install additional outlets, switches, circuits, or electric distribution boxes and
- Replacement of exterior windows or doors.

The **method** for obtaining permission of the Board of Managers is:

- Unit owner obtains a Variance Request form from the On-site manager.
- The On-site manager advises on the specific information that must be included in the request.
- Unit owner completes the form including all the details of the intended project: pictures, drawings, manufacturer's literature, etc.
- Unit owner submits a completed Variance Request form to the On-site manager for Property Manager approval.
- Property Manager reviews and gives recommendations for approval or disapproval to the Board of Managers. If disapproved, the Variance Request form is returned to unit owner for additional information or modification. If approved, the Variance Request form is signed and dated by the Board President, and Property Manager, and a copy sent to the unit owner who posts a copy and a copy of any City building permit on the exterior hallway door of the unit for the duration of the project.
- Unit owner must submit additional variance requests for any deviation from approved installation method or scope of work.
- Unit owner must resubmit variance request to continue with work if unable to comply with any time restrictions imposed by the Board.
- The On-site manager or Property Manager has the authority to do periodic inspections to ensure that the work is done in accordance with the variance.

Any consent, approval, or variance given under these rules and regulations may be added to, amended, or repealed at any time by resolution of the Board of Managers. (See Exhibit B)

RENTAL OF A SUTTON PARK CONDOMINIUM

Notwithstanding any provision of any lease to the contrary, the unit owner shall remain fully liable for payment of any assessment, insurance deductible, or any fines, charges or fees.

- Any lease of a condominium unit must be a minimum of 3 months – NO SHORT-TERM RENTALS ARE ALLOWED. Any owner in violation of this rule by renting for less than the required 3 months, and/or not providing signed lease 5 days before move-in, will be fined \$1000 per incident.
- The unit owner shall specifically provide to the tenant that any violation of any provisions stated in the Declaration, By-Laws, or Rules and Regulations shall be a breach of the tenant's obligations under the lease, and is grounds for termination of the lease. In the event a tenant violates any provision, the Board of Managers, or its agent, will notify the unit owner of the unit of said violation; and the unit owner will be responsible for remedying any violation. If the violation is not remedied within ten (10) days, or if the Board of Managers determines that the violation is of such a nature as to justify termination of the lease, then the Board of Managers shall notify the unit owner to immediately institute and diligently pursue, at the owner's expense, an action in an appropriate court to remove the tenant from the condominium.
- Subleasing is not permitted.
- The unit owner shall provide the Property Manager with a copy of the lease at least five (5) business days in advance of the commencement of the lease period as well as the full name and address, telephone number and social security number of each and every tenant.
- All leases shall contain the Lease Addendum attached to these Rules and Regulations as Exhibit C.
- The owner shall provide the On-site manager with a current address and emergency phone number, where the owner can be reached.
- All leases must be in writing and must comply with the provisions of the Declaration regarding single-family occupancy. All tenants or occupants must comply with all the provisions of the Declaration, By-Laws, and Condominium Rules and Regulations
- The unit owner shall be held responsible for any and all infractions of such policies, as well as any damage to the common areas by a tenant or occupant.
- Tenant is not permitted to maintain or harbor any pets.
- Any services requested for a tenant must be submitted by the unit owner.
- All tenants must obtain and maintain an insurance policy for Liability and Casualty damage that might arise from occupancy of the unit. A certificate showing such insurance naming the Condominium as an additional insured party must be provided to the Board of Managers and filed with the Property Manager.

TEMPORARY WAIVER OF RULES

A unit owner may apply to the Board of Managers for a temporary waiver of one or more rules. A majority of the Board of Managers may grant a temporary waiver for a good cause if the Board of Managers judges that the temporary waiver will not interfere with Sutton Park's general maintenance and operation, and the other residents' quality of life.

MODIFICATIONS OR REPEAL OF THE RULES AND REGULATIONS

THESE RULES AND REGULATIONS MAY BE DISTRIBUTED AND AMENDED BY THE BOARD OF MANAGERS WITH THE APPROVAL OF A MAJORITY OF THE BOARD MEMBERS.

Section 4:

Exhibits for Action and Information

- Exhibit A: Insurance Information
- Exhibit B: Variance Request
- Exhibit C: Lease Addendum
- Exhibit D: Residents Information Sheet
- Exhibit E: Directory Information Form
- Exhibit F: Recycling Guidelines
- Exhibit G: Installation/Maintenance of In-Unit Clothes Washers and Dryers

EXHIBIT A

INSURANCE INFORMATION

The following comments are explanations of the insurance coverage provided you through the Condominium's Master Policy and the coverage that you may consider purchasing to protect your unit, its contents, and yourself against liability situations.

The Board is responsible for providing insurance for the Condominium as enumerated in the Declaration of Covenants, Conditions and Restrictions found in the Offering Plan. Thus, the Board secures a Master Policy, which provides:

- **PROPERTY COVERAGE:** "All Risk" replacement cost, real property coverage on walls, roofs, foundations, fixtures attached to the building, etc.
- **LIABILITY COVERAGE:** Coverage to the Condominium and its members as individuals against liability situations concerning the Condominium. Example: A person alleges injury caused by a fall on a sidewalk or other "Common Area." This policy would respond on behalf of the Condominium and/or the individual member.

Specific questions regarding the condominium's coverage or requests for certificates of insurance should be directed to the condominium's insurance agent. Contact information for the agent may be obtained from the Property Manager.

NOTE: Each unit owner should be aware of the need to carry adequate individual property and liability coverage (i.e., separate and apart from the Condominium's Master Policy). The extent of this coverage should be discussed with your own agent and/or the Condominium's agent. This should NOT, however, be construed as a substitute for a thorough review of your needs with your own insurance agent. An owner should carry his or her own personal property insurance. Personal property includes furniture, clothing, fixtures, and any upgrade, addition, or alteration completed on the condominium unit. This is best covered under an HO-6 or comparable policy. An Owner's Personal Liability (like their personal property) should be covered by an HO-6 or comparable policy. Example: A guest slips on a throw rug inside a unit; any legal action that might result would NOT be covered by the Condominium's policy. The following extra forms may be valuable on the HO-6, and are recommended:

- (a) **HO-32 "ALL RISK" COVERAGE ON IMPROVEMENTS AND BETTERMENTS:** This coverage is essential to cover the "gaps" between Condominium coverage and individual coverage. It would for example cover the water loss problems caused by freezing and thawing on the roofs. The primary purpose is to cover remodeling and upgrades, not typically standard when the unit was built with basic grades and specifications of materials.
- (b) **REPLACEMENT COST ON CONTENTS:** This endorsement provides full value coverage on contents with no deduction for depreciation. This can mean literally a difference of thousands of dollars in a major loss.
- (c) **"ALL RISK" CONTENTS:** Coverage may be provided against all risks of physical loss for coverage C - Personal Property.

- (d) **LOSS ASSESSMENT COVERAGE:** For condominium or townhouse owners, the assessment coverage should be considered essential (this can be endorsed onto the HO-6). This protects the unit owner in the event that he/she is assessed a portion of the cost of damage or liability not covered under the Master Policy of the Condominium.
- (e) **ADDITIONAL LIVING EXPENSE:** Normally the HO-6 policy will pay up to 40 - 50% of the contents coverage to cover the cost of living in a motel, etc.
- (f) **WATER BACK-UP - LIMITED COVERAGE:** The homeowner's policy may be endorsed to provide coverage for loss caused by water that backs up through sewers or drains or overflows from a sump. Coverage is usually limited to \$5,000.

EXHIBIT B
Sutton Park Condominium
VARIANCE REQUEST

RETURN COMPLETED FORM TO:

Sutton Park Condominium
c/o Realty Performance Group, Inc.
470 Long Pond Road, Suite 230
Rochester, NY 14612

REQUESTED BY:

HOMEOWNER: _____

Address: _____

Phone: Daytime _____ Evening: _____

TO: THE BOARD OF MANAGERS:

I REQUEST PERMISSION TO MAKE THE FOLLOWING CHANGES TO THE INTERIOR/EXTERIOR OF MY CONDOMINIUM UNIT OR RESTRICTED COMMON ELEMENTS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO OBTAIN ANY BUILDING PERMITS THAT MAY BE NECESSARY FOR THIS WORK. I HAVE ATTACHED A SKETCH OF PROPOSED CHANGES, LISTED MATERIALS TO BE USED (manufacturer's brochures should be attached where the requested changes will affect the exterior building appearance), AND INDICATED WHO WILL DO THE WORK (please be explicit; extra sheets may be attached).

REASON FOR VARIANCE REQUEST: _____

WHO WILL COMPLETE THE WORK? (All contractors must provide certificates of insurance evidencing appropriate liability and workers compensation insurance): _____

LENGTH OF GUARANTEE (IF APPLICABLE): _____

INDICATE ANY FUTURE MAINTENANCE REQUIRED BY THE CONDOMINIUM: _____

DATE

SIGNATURE OF PETITIONER

=====

BOARD OF MANAGERS ACTION:

_____ APPROVED _____ APPROVED WITH CONDITIONS _____ DENIED

Please contact the On-Site Service Manager before work begins.

DATE

AUTHORIZED SIGNATURE

COMMENTS: _____

LATEST COMPLETION DATE AFTER WHICH ANY APPROVAL IS AUTOMATICALLY REVOKED AND NEW VARIANCE REQUEST IS NECESSARY: _____

DATE ON WHICH ACTED-ON VARIANCE REQUEST MAILED TO PETITIONER: _____

EXHIBIT C

LEASE ADDENDUM

Copy of the signed and completed lease agreement must be on file with the Property Manager and On-site manager.

LANDLORD: _____

TENANT(S) all must be listed: _____

PREMISES (Unit #): _____

TERM: per by-laws, **must be a minimum of three-months:**

BEGINNING _____

ENDING _____

Landlord and Tenant agree that the following provisions shall become a part of their lease as referenced above and shall remain in force throughout the term of said lease and any renewals thereof.

1. Landlord and Tenant acknowledge that the lease premises are part of the Sutton Park Condominium ("Condominium").
2. Landlord's right to lease and Tenants right to use and occupy the Premises shall be subject to and subordinate in all respects to the provisions of the Declaration and the By-Laws of the Condominium ("Association Instruments") and to such other rules and regulations as its Board of Managers of the Condominium ("Board") may from time to time promulgate ("Rules and Regulations"). Failure to comply with the provisions of the Association Instruments or the Rules and Regulations, as provided herein, shall constitute a material breach of this Lease. The Tenant certifies that he/she has read a copy of the Association Instruments and the Rules and Regulations.
3. In the event of a breach of any of the provisions of the Association Instruments or Rules and Regulations as determined by the Board with written notification to the Tenant and the Landlord, the Landlord shall take immediate steps to correct said breach. If after 10 days from the sending of said notice the breach has not been corrected to the satisfaction of the Board, then the Landlord shall take immediate steps to evict the Tenant from the premises. In the event that the landlord fails to take action to evict the Tenant, then the Board may take whatever action as is necessary to evict said Tenant. For the

purpose of this paragraph, the Landlord appoints the Board its attorney-in-fact and authorizes it to take such steps as are necessary to carry out the intent of this paragraph. Any costs incurred as a result of Board action including, but not limited to, attorney's fees shall be borne by the Landlord. Failure of the Landlord to pay such costs will result in a lien being placed against the subject unit in the amount of any expense incurred by the Board.

4. This lease grants the Tenant a leasehold estate in the Premises for the Lease Term specified together with a license granting Tenant, for such Lease Term, Lessor's rights to use the common elements and common facilities of the Condominium (excluding without limitation membership rights in the unit owners' association) provided that Tenant and Tenant's family, and agents exercise such license in accordance with the provisions of the Association Instruments and Rules and Regulations.
5. Landlord and Tenant shall be jointly and severally liable for any damages directly incurred by Sutton Park Condominium as a result of the noncompliance by Tenant and/or Landlord with the provision of any of the Association Instruments, Rules and Regulations, or any other covenant of this lease.
6. The names of all persons occupying the unit must be noted on the face page of this addendum.

Landlord signature:_____

Date:_____

Tenant(s) signature:
(all tenants must sign this agreement)

Date:_____

Date:_____

Date:_____

EXHIBIT D

Sutton Park Condominium **RESIDENTS INFORMATION SHEET**

Please take a few minutes to provide us with this information so that we may better serve the needs of our community. This information is for confidential internal use only.

Homeowner(s): _____

Date: of occupancy: _____ Unit: _____

Telephone: Home: _____ Work: _____

Cell phone: _____

Email Address: _____

Other Occupants not listed above (indicate relationship):

Alternate Address (e.g., your address if this is a rental unit, or your winter address if you are away for the winter - also provide dates away and winter telephone numbers):

If a rental unit, names of all tenants on lease: _____

Garage space number: _____ Storage locker number: _____

Closet rental location (if applicable): _____

Resident Vehicle: #1. Make: _____ Model: _____ Plate # _____

Resident Vehicle #2: Make: _____ Model: _____ Plate # _____

Number & type of pets in the unit (dogs are not permitted):

Contact (or two) who should know your whereabouts in case of an emergency when you are not at home:

Emergency Contact Person #1: _____

Address: _____

Telephone: Home: _____ Work: _____

Cell phone: _____

Emergency Contact Person #2: _____

Address: _____

Telephone: Home: _____ Work: _____

Cell phone: _____

Please mail or fax the completed questionnaire at your earliest convenience to:

Realty Performance Group, Inc.
470 Long Pond Road, Suite 230
Rochester, NY 14612
Telephone (585) 225-7440
Fax (585) 225-7630

EXHIBIT E
DIRECTORY INFORMATION FORM

-----Sutton Park Residents Directory-----
(What will be published)

Unit #: _____ Unit Landline Phone: _____

Resident Name #1: _____

Cell Phone: _____

Email: _____

Resident Name #2: _____

Cell Phone: _____

Email: _____

Resident Name #3: _____

Cell Phone: _____

Email: _____

Resident Name #4: _____

Cell Phone: _____

Email: _____

Note: All resident names and addresses will appear in directory. This resident directory is confidential and cannot be reproduced or distributed for business or solicitation purposes.

Signature: _____

Date: _____

RECYCLE RIGHT



ALWAYS RECYCLE / RECICLE SIEMPRE



Plastic Bottles & Containers
Botellas y envases de plástico



Food & Beverage Cans
Latas de alimentos y bebidas



Paper
Papeles



Flattened Cardboard & Paperboard
Cartón y cartulina aplastados



Glass Bottles & Containers
Botellas y frascos de vidrio



DO NOT INCLUDE IN YOUR MIXED RECYCLING CONTAINER / NO INCLUIR EN SU CONTENEDOR DE RECICLAJE MIXTO



NO Food or Liquids
NO comida o líquidos



NO Foam Cups & Containers
NO vasos y recipientes de poliestireno



NO Loose Plastic Bags, Bagged Recyclables or Film
Empty recyclables directly into your cart
NO bolsas y envolturas de plástico sueltas, o materiales reciclables embolsados
Vacíe directamente los materiales reciclables en nuestro carrito



NO Green Waste
NO desechos verdes



NO Clothing, Furniture & Carpet
NO ropa, muebles y alfombras



NO Batteries – check local drop-off programs for proper disposal
NO baterías - Verifique los programas locales de entrega para su correcta eliminación

To Learn More Visit:
Para más información, visite:
wm.com/recycleright



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EXHIBIT G

INSTALLATION AND MAINTANCE OF IN UNIT CLOTHES WASHERS AND DRYERS

THE FOLLOWING REFERS TO THOSE UNITS WITH INSTALLED MACHINES:

As of April 1, 2003, clothes washing machines located within Sutton Park are required to be equipped with high pressure hose connectors*. These will be supplied by the unit owner and installed by the staff. The purpose of this rule is to minimize the possibility of a hose bursting with the attendant water damage. Washing machine hose(s) must have a manually operated shut off valve on the supply side and residents are strongly urged to shut off these valves when they will be absent for any length of time. The reinforced vinyl water lines to these interior washing machines will need to be replaced every six (6) years due to inherent deterioration of vinyl lines exposed to chlorine. Clothes dryers located within Sutton Park units must not be vented into the building exhaust system. This is a violation of the City Fire Code. To do so would result in a potential buildup of lint in the exhaust ducts (a possible fire and health hazard.) A water lint trap is mandatory.

* Flood-Safe washing machine water supply connector: 60 inches long, 3/4 inch hose to 3/4 inch hose, includes braided stainless steel cover is mandatory. These have an automatic shut-off device built into the hose.