

The following are rules changes that were adopted during the past year along with the sections that they replaced. Your Board made these changes to benefit the majority of owners.

Adopted 8/25/2018

### **Enforcement**

The Board is responsible for ensuring that the Rules and Regulations are enforced. (Amended By-Laws Article IV Section 12). The Board and/or Manager will routinely check the property for obvious violations of the Rules and Regulations. Owners should report violations in writing to the Board and/or Manager.

The following procedures will be followed regarding enforcement of the Rules and Regulations:

### **Violations**

- Violations are considered to be any action which poses a threat to Association property or any one individual, any action which causes undue nuisance to other owners, any action which is in violation of any code or law, and any action that is not in compliance with the Rules and Regulations.
- The Manager will confirm the violation and contact the violator to resolve the violation. If the violators do not own the unit where they reside, the owner will be contacted concurrently.
- If the violation is not rectified, the Manager will notify the Board that a violation has occurred, and that the responsible parties have been notified and have not corrected it.
- An initial \$500 fine will be assessed. There will be a further fine of \$100 per month assessed thereafter, until the violation is rectified. If the violator is not the owner, these fines will be assessed against the owner.
- Unpaid fines will be subject to the interest penalty accrual resolution effective January 1, 2011.
- Violations that are not corrected through the enforcement process described herein may result in legal action at the discretion of the Board.

## **REPLACES THE FOLLOWING:**

### **Enforcement**

The following procedure will be followed regarding enforcement of the rules and regulations:

- The Board is responsible for insuring that the Rules and Regulations are enforced. (Amended By-Laws Article IV Section 12)
- The Board and/or the Administrative Manager will routinely check the property for obvious violations of the Rules. Owners may also report violations, in writing, to the Board of Managers. Violations which pose a threat to personal safety or the safety of the property will be addressed immediately.
- For less serious violations, a three step process will be used to address the violations as follows:
  - ◆ The Administrative Manager will confirm the violation and attempt to contact the violator to resolve the violation.
  - ◆ If the first step is unsuccessful in curing the violation, the Administrative Manager will confirm to the Board that a violation has indeed occurred, and the parties responsible have been identified, and by direction from the Board, shall prepare a written warning, which shall be mailed or hand delivered to the resident(s) in violation of the rule(s).
  - ◆ If the preceding two steps are not successful the Board will assess fines, or take further legal action, or both to cure the violations.
- The warning shall identify the specific rule(s) violated. If the violators do not own the unit where they reside, the warning shall be issued to the owner concurrently. Violators will be given 15 calendar days from the date of warning to correct the rule violation, after which a \$25 fine will be assessed weekly up to a maximum amount of \$300.
- If the violator is not the owner, the fine will be assessed against the owner. If the identified parties believe an error has occurred, they may request in writing to be put on the agenda of the next board meeting to appeal the fine(s).
- All unpaid fines shall be subject to the interest penalty accrual resolution that became effective on January 1, 2011.
- Violations that are not corrected through the enforcement process described above or ongoing violations of a more serious nature may result in legal action at the discretion of the board.
- Records of warnings and fines shall be logged and reported, in writing, and will be available to the Board of Managers. Records shall be maintained in the association office.
- Parking violation enforcement shall be as outlined in the parking permit application.

### **Leasing of Units**

Edgewater Condominium is a private residential multiple dwelling property, as defined in the Amended Declaration. This Section is based on and complies with the provisions of the New York State Multiple Dwelling Law.

**No unit may be rented or leased for monetary compensation, or advertised as such, for a period of less than 30 consecutive days. Rental periods of less than 30 consecutive days are defined as transient short-term rentals, and are not allowed.**

All owners who rent to a tenant for a period of more than 30 consecutive days shall:

- Provide the tenant with a copy of the Rules and Regulations.
- Include in the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents.
- Notify the Board of Managers in writing that the unit is tenant-occupied, giving the name(s), address and phone number of the occupants.

Provide to the Board the name of any agent retained by the unit owner to manage the unit for him/her.

Any owner who rents or leases a unit to a tenant shall be fully and legally responsible for the behavior of the tenant. Any violation of any rules shall be the sole responsibility of the owner, and all fines and other necessary actions will apply to the owner.

**Any owner who fails to comply with the provisions of this Section when renting or leasing a unit will be subject to the Enforcement process as outlined elsewhere in this document.**

### **REPLACES THE FOLLOWING:**

#### **Leasing of Units**

All owners who rent to a tenant shall:

- Provide the tenant with a copy of the Rules and Regulations.
- Include in the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents.
- Notify the Board of Managers in writing that the unit is tenant-occupied, giving the name(s), address and phone number of the occupants.
- Provide to the Board the name of any agent retained by the unit owner to manage the unit for him/her. The unit owner is responsible at all times for the enforcement of the established guidelines.
- No condominium unit shall be rented for transient or hotel purposes.

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## **COMMON ELEMENTS – DEFINITION AND USE**

For purposes of this Rules and Regulations document, the common elements and restricted common elements are defined as follows. This limited definition shall in no way supersede the description of common elements set forth in the Declaration.

Common Elements. Common elements consist of all parts of the condominium property other than the unit. This includes all of the land upon which each building is located, lawns, trees, shrubs and all landscaping, as well as recreation areas and all other community facilities.

Each unit owner has an ownership interest in the common element.

Each unit owner may use the common elements in accordance with the purposes for which they are intended, without hindering the enjoyment of or encroaching upon the rights of other unit owners. The Board of Managers will determine the purpose for which a common element is intended to be used.

No unit owner shall do any work which would affect or alter any part of the common element without express written approval from the Board of Managers.

The common elements shall not be divided. No unit owner has a right to enjoy exclusive rights in a part of the common element by reason of their ownership of a particular unit.

Restricted Common Elements. Portions of the common elements are set aside for the restricted use of the respective units having direct access to them, and include all lakeside upstairs balconies and downstairs patios, whether open or enclosed, and all downstairs roadside patios attached to the units. Upstairs roadside balconies are not considered restricted common elements.

Use of the Common Elements. The use of any and all common elements of the Condominium Association is reserved exclusively for the use of owners and their tenants with the exception of the following:

- Those homeowners whose Association Maintenance Fees and/or assessments are in arrears greater than 90 days.
- Those homeowners who have a lien or foreclosure filed in the County of Chautauqua against their property located at Edgewater Condominium Association by the Board of Managers of Edgewater Condominium Association.

### ***REPLACES THE FOLLOWING:***

#### **Use of Common Elements:**

The use of any and all common elements of the Condominium Association is reserved exclusively for the use of owners and their tenants with the exception of the following:

- Those homeowners whose Association Maintenance Fees and/or assessments are in arrears greater than 90 days
- Those homeowners who have a lien or foreclosure filed in the County of Chautauqua against their property located at Edgewater Condominium Association by the Board of Managers of Edgewater Condominium Association.

For this rule and regulation, common elements are defined as: Lakeside Lounge, Exercise Room, Washer and dryer rooms, Pool Building, Pool and Tennis Courts.

Adopted 8/25/2018

- Lawn furniture must be kept inside the unit or on attached restricted common element patios or balconies (as defined in the Condominium Declaration and Common Elements Section of the Rules) when not in use. No furniture or other personal items shall be left on the common property when not in use, nor be stored there overnight. Grills must be stored in the designated areas on the side of the buildings when not in use.

**REPLACES THE FOLLOWING:**

- Lawn furniture must be kept inside or on patios and balconies when not in use.
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Adopted 10/27/2018

**Floor Covering**

- All changes to the type of existing floor covering in a unit must have prior written approval of the Board of Managers as to the material, location and manner of installation. Homeowners wanting to install any type of flooring that is not consistent with the existing type of flooring in the unit must complete a form and submit it to the Board of Managers, which has the sole discretion to approve or refuse the request.

**REPLACES THE FOLLOWING:**

**Floor Covering**

- All second floor units shall always be covered with carpet (except baths and kitchens) to reduce transmission of impact sound.
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**Do you have  
information  
you'd like to  
share with the  
Edgewater  
Community?**

**A birthday? An anniversary?**

**An illness or death?**

**Something special happening?**

**Email it or drop it off at the office  
and I'll try to get it in the next  
newsletter**







# John J. Grimaldi & Associates, Inc.

## ~INSURANCE GUIDE FOR UNIT OWNERS~

It is the responsibility of each unit owner to carry his/her own personal property and casualty insurance covering their personal property, personal liability and additions or alterations, which have been made to your unit. This outline of recommended coverage and the insurance requirements outlined in the association legal documents should be used when you discuss your specific insurance needs.

### **PERSONAL PROPERTY**

Determine the replacement cost value of your personal possessions, excluding items of special value such as jewelry, furs, antiques, and collections. Request a replacement cost coverage policy subject a \$250 or \$500 deductible. Coverage must be written on an "**All Risk**" basis.

### **ADDITIONS/ ALTERATIONS/CONDOMINIUM DEDUCTIBLE**

Your Association coverage **does not** include coverage to replace any improvements, alterations or upgrades that you have made to the building within your unit such as a finished basement or an upgraded kitchen. **You must include coverage for the Association deductible (\$10,000) under your HO-6 or condominium owner's policy dwelling section.** This dwelling coverage must be written on an "**All Risk**" basis. Please refer to the association documents relative to Insurance to determine your specific needs.

### **LOSS ASSESSMENT ENDORSEMENT**

This coverage protects the unit owner from special assessments resulting from inadequate association insurance, such as a large liability loss that exceeds the limit of the association policy or a property loss for which the association insurance is inadequate. We recommend a minimum of \$10,000 written on an "**All Risk**" basis.

### **RENTAL ENDORSEMENT**

If your unit is rented for investment purposes, you should endorse your policy, in addition to the above coverages, to include loss of rents coverage and include loss or theft of your personal property.

### **PERSONAL ARTICLES FLOATER**

Most policies limit coverage for loss caused by theft of jewelry, furs, guns, silverware, antiques, coin and stamp collections. Items such as these should be appraised and specifically listed to insure full payment.

### **COMPREHENSIVE PERSONAL LIABILITY AND MEDICAL PAYMENTS COVERAGE**

Protects you and your family from liability claims for bodily injury or property damage to others for which you are held legally liable. This coverage is provided for occurrences within your unit and for Personal activities away from the unit. We recommend you purchase a minimum of \$300,000.

### **PERSONAL UMBRELLA**

This coverage is written on a separate policy and is available for amounts of \$1,000,000 or more. It provides excess liability coverage over your personal automobile liability, HO-6 liability and other personal liability policies such as boats, rental property, etc.