

## **Westwood Village Condominium Association, Inc.**

Rules and regulations promulgated last year have helped improve safety and security for all at the property.

Last Rules and Regulations were promulgated on August 15, 2019. Experience over the past one year has shown the need to fine tune and explain some of them and add a few new ones so that our property can become even safer and better.

Here are the Rules and Regulations approved by the Board of Trustees to be effective November 27, 2020.

As you will see each additional Rule and Regulation is directed towards addressing an issue that has arisen in the past few years and to make all residents' life more comfortable, safe and enjoyable.

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**NOT ALL OF THESE RESTRICTIONS SHALL APPLY TO PROHIBIT  
REASONABLE ADAPTATION OF ANY UNIT FOR HANDICAP USE.**

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# **Westwood Village Condominium Association, Inc.**

## **Rules and Regulations 2019.**

### **Addendum 1.1a**

These Rules and Regulations are in addition to Rules and Regulations promulgated on August 15, 2019 entitled 'Rules and Regulations 2019'.

Rules and Regulations under this Addendum 1.1a are effective November 27, 2020 and are in addition to Rules and Regulations 2019.

The updated Rules and Regulations supersede other Rules and Regulations if on the same issue and in conflict.

The word "Association Documents" includes the Master Deed documents A to F and Rules and Regulations of the Association and any updates of any of these documents.

#### **1.1 Delinquency and Payments –**

- a. Per the Association's Master Deed, 'Delinquency' is defined as first dollar unpaid on the day it was due.
- b. Grace period applies to application of late fee only but not to the delinquency status. (If you had to pay \$1 by June 1, 2020 and you did not pay it you will be delinquent on June 2, 2020 even though you can pay till the 14<sup>th</sup> without incurring late fee. Grace period for monthly maintenance payments is for application of late fee only. Delinquency still applies day after the payment is due.)
- c. Per Association ByLaws (updates 2007) any payment made will apply to the oldest debt that you carry on your account and not to what is written in the memo field on the check. (Updated 2007)

#### **2.1 Emergency Access through common areas –**

- a. At all times, fire zones in parking lot must be kept free of any vehicle. Parking in all fire zones is prohibited for everyone, at all time, for any amount of time.
- b. All walkways are the escape routes in an emergency and shall be kept free of ANY clutter, personal items, trash or decorations, at all times.
- c. Stairwell including the landing, the stoop, the porches are also 'escape route' during an emergency including at night. These are also the access routes for the emergency responders. All these areas must be kept free of ANY clutter, personal items and trash of any size and amount at all times. Note that your unit ends at door of your unit. All area outside that door is not a part of your unit and shall be treated as such.
  - i. Exception 1 - All areas outside of the door of your unit are common element and shall be kept free of all clutter, trash, personal decorations with the exception of festival related decoration. Please follow Rules and Regulations for Festival Related Decorations.
  - ii. Exception 2 - All areas outside of the door of your unit are common element and shall be kept free of all personal item/s with the exception of parking area

where vehicle/s must be parked in accordance to parking related Rules and Regulations.

### **3.1 General –**

- a. For non-urgent issues, unit owners who have agreed to use Buildium to communicate with the Association, need to write using Buildium 'Tasks' or Buildium 'Emails'.
- b. Any action or activity that may result in damage to the common element is prohibited. For example - hanging laundry or potted plants from common area light fixtures.
- c. Any action or activity that may result into higher insurance premiums for the Association is prohibited. For example - Fireworks storage or setting off fireworks anywhere on the property.
- d. Entrance to areas like the Association office, boiler room/s, storage room is strictly prohibited to unauthorized persons including the vendors that you may hire. Trespassers will be fined and may be prosecuted.
- e. Unit Owners are prohibited from charging renters fines in the name of the Association or the Board when they (unit owners) have not been charged the fine by the Association or the Board.
- f. Unit owners are also prohibited from charging the renter in the name of the Association or the Board more than they have been charged as fine by the Association.
- g. Hanging any items, dish, discs, decorations on any common wall inside or outside the buildings is prohibited.
- h. Installing Satellite dish on the roof, any wall or within ten (10) feet of any door or walkway is prohibited.
- i. Unit door leading into a stairwell must close on its own when entering or leaving the unit.
- j. All Federal, State and City regulations and codes must be complied with in full by all residents at all times.
- k. Fire alarms should meet the City and State's requirements in terms of numbers and locations and should be functioning properly at all times.
- l. (Carbon Monoxide) CO alarms must meet the City and State requirements in terms of numbers and locations and should be functioning properly all the time.
- m. Each unit should have fire extinguisher updated and installed per the City and the State requirements.
- n. The unit should have no leaks from any plumbing. All leaks however small must be fixed within ten (10) days or sooner (depending on size) of finding them.
- o. The unit should not have any faucets or showerhead etc. leaking/dripping. Any such issues must be fixed within ten (10) days or earlier depending on the size.
- p. Window screens should be installed in all windows and should be maintained in good condition and shall be free of any damage. They need to be maintained clean at all times.
- q. Noise including but not limited to music, banging of doors, windows, thumping, banging on walls, construction, repairs, moving furniture etc. is not permitted from 8 pm to 7 am all seven days of the week.
- r. Noise that can be a nuisance to others is not permitted at any time of the day or night. One such or example is blaring music from the car.

- s. Any behavior creating a health hazard for other residents is prohibited including but not limited to throwing needles and syringes in an unsafe way, storing dog poop in common element, disposing PPE (Personal Protective Equipment) unsafely.
- t. Installing a plant near the wall, walkway, crawl space ventilator or the entrance door is prohibited. Any plant should be at least 18 inches away from these structures.
- u. Keeping any material on sill outside upper unit or windowsill for any purpose and at any time is prohibited
- v. Any repair, replacement or modification of any common element without the written consent of the Board is prohibited. In addition to violation fines, restoration costs will apply.
- w. Only the Board is authorized to replace the lock on the common area door or get the lock/s rekeyed.
- x. Entrance to common areas of the boiler room is prohibited unless a written / text permission is received from the Board.
- y. Entrance to Rooms A, (old Association office), Room D (inside the laundry where laundry controls are located) is not permitted for anyone unless a written /text permission is taken in advance.
- z. Any obnoxious, offensive, disruptive or unruly behavior anywhere in common areas is not permitted.
- aa. All areas must be cleaned after the outdoor activity (For Example - playing chess) to restore them how they looked prior to the activity.
- bb. Any personal item/s, trash including but not limited to bicycles in the common area except in your parking spot will be removed and discarded as trash with no liability for the Association for any damages or loss. The cost of removal will be charged the unit owner in addition to the violation fines.
- cc. All move-ins for permanent resident/s shall be informed to the Association's Management Office 10 days in advance by the unit owner using ten day advance notice form D7.
- dd. All move-outs for permanent resident/s shall be informed to the Association's Management Office 10 days in advance by the unit owner using ten day advance notice form D7.

#### **4.1 Your unit –**

- a. Your unit ends at the door of your unit.
- b. All personal items must be kept inside the unit at all times.
- c. Storage of any amount of trash for any amount of time other than at areas provided for such purpose is prohibited.

#### **5.1 Growing your own plants in the flower bed –** Following need to be observed -

- a. Maintain it clean free of any fallen and rotten products like tomatoes etc.
- b. Comply with all rules and regulations in reference to plants in flowerbeds.
- c. Get the area cleaned after the season is over.
- d. No plant should be installed within 18 inches of the edge of the flowerbed and walkway anywhere on the property.
- e. No plant shall be installed within 18 inch of building wall.
- f. No plants are permitted for 18 inches from any drain.

- g. Association reserves the right to move or remove any plants installed by a unit owner with no claims from the unit owners.
- h. Association will not be responsible for any damage that may occur to plants by a vendor or during removal by the Association.

**6.1 Donated items at property –**

- a. Leaving any donation items in the laundry area, outside trash area or any other common area is prohibited at all times for any amount of time. Please take them to the nearest charity organization.

**7.1 Violence at the property –**

- a. Association will have zero tolerance for violence directed towards the property, other unit owners or any members of the Board, association hired vendor or any resident by any unit owner, any resident in his unit including the family, guest or his vendor. The unit owner will be responsible for eviction of such offenders if the Board demands so.

**8.1 Laundry Related additional Rules and Regulations –** These Rules and Regulation are in addition to others promulgated on August 15, 2019.

- a. Leaving any clothes in the laundry overnight either inside a machine or outside in the laundry is prohibited.
- b. Leaving any items in the laundry overnight is prohibited.
- c. Leaving any items (clothes) in the washers or dryers overnight is prohibited.
- d. Any clothes left in the washer or dryer overnight will be removed by the Association and stored in the storage area. A charge of \$25 for removal and \$25 a week storage fee will apply.
- e. The Association will discard these clothes as trash after a week with no liability to the Association.

**9.1 Document request by the Board –**

- a. Any document requested by the Board in reference to the apartment ownership, occupancy, repairs, including but not limited to the copy of the Deed, ownership document, change of ownership document, Fire inspection, Certificate of occupancy, repairs, new construction, Lease, Addendum to the lease, pet ownership, pet vaccinations, maintenance of washer dryer, lint cleaning, appliances, thermostat, date of installation and repair of Satellite dish, insurance certificate, affidavit/s, vehicle related information including the registration, vehicle ownership, census form/s must be produced by the unit owner to the Board of Trustees within 15 days of issuance of email/mailling asking in writing by the Board of Trustees using Buildium or Certified mail.

**10.1 Bicycle related Rules and regs -**

- a. All bicycles including children's bikes shall be stored at one of these locations -
  - i. The bicycle-stands provided by the Association in the parking lot of the Association or
  - ii. Inside the unit or
  - iii. In the storage area (paid area – see below) or
  - iv. Individual unit owner's parking spot
- b. Bicycles including children's are not permitted to be stored on the walkways, hallways, stairways, landing, foyers, flowerbeds, grass, leaning against the tree, secured to the tree, fence, dish antenna, pole, wall for any amount of time by anyone.

- c. Power bikes shall not be taken to the apartment.
- d. Power bikes should not be taken into common area of the stairwell including the steps, landing or the foyer and should not be left there for any amount of time.
- e. Power bikes shall not be ridden / driven anywhere on any walkway by anyone for any amount of time.
- f. Any restoration costs for repairing the damage to the common area while the bike was taken to or from the unit will be charged in full to the unit owner whose resident did the said damage including to the common area door, door frame, walls, carpet, stairs, landing, foyer, crawl space door, flower bed, grass or other landscaping.
- g. Bikes stored in the bike parking area/s should be in working and in good condition.
- h. Any dismantled bike for more than 3 days anywhere on common area of the property including the parking lot or bike-parking-stand will be disposed off and the cost of disposal back charged the unit owner.
- i. All bikes including children's bikes will need an ID token attached to it at all times. The tag will be issued free. A \$25 refundable deposit will be required and will be refunded once the tag is returned.
- j. Unit owners are responsible for safety, security, and insurance coverage for their bikes. Association will not be responsible for any damage to or loss of the bike/s.
- k. Bike storage in the storage area is available at \$20 a month.
- l. Bikes stored anywhere else on the property and in violation to above Rules and regulations including children's bikes will be taken away and put in storage. A relocation and storage fee for one week of \$35 will apply in addition to the violation fine.
- m. Bicycles antics anywhere on the property by anyone are prohibited.
- n. Riding the bike on the grass anywhere on the property is prohibited.
- o. Bikes can only be ridden on the driveway for the purpose of leaving the property or coming back to the property.
- p. Riding the bike for training or fun at night in the driveway (parking lot) is prohibited.
- q. Racing the bike anywhere on the property at any time of day or night is prohibited.
- r. Maximum speed limit for bicycle/s including power bikes in the parking lot area is 5 (five) miles per hour.
- s. Riding any motorized bike of any strength or size on the walkways is prohibited at all times.
- t. Limit for non-power bikes on the walkway is 2 (two) miles per hour.
- u. Bike rider must come to a full stop if a pedestrian, pet or child is crossing or passing by on the walkway.
- v. Riding bike anywhere on the grass or flowerbed is prohibited at all time and for any reason.
- w. Riding scooters on the walkways is prohibited.
- x. Riding scooters in the driveway is prohibited.

#### **11.1 Renovation inside the unit –**

- a. All renovation including painting of the apartment, polishing of the floor, installation of windows, air-conditioner sleeve, door, cabinet doors, blinds, need to be informed to the Association using the 10-day notice form (D7) or via texting to 732.245.8723. Information needed is your name, unit number, what will be done and when.

- b. Information relating to painting, polishing the floors or other minor jobs is for information purposes only and the job does not need permission from the Association to proceed. However, all Rules and Regulations shall be followed in reference to the day and time that the work can be done and those for the vendors working at the Association
- c. Renovation / repair related debris shall be taken away from the Association and shall not be dumped in the trash area or on Eastborne Avenue by anyone including your vendor. It should be taken to Atlantic yard or by your vendor to the appropriate place for dumping.

**12.1 Access into the unit –**

- a. Access must be provided for any work on any common area for which access through the unit is required or requested by the vendor hired by the Association. The Board will request for such access in non-emergency situations by giving a ten (10) day notice in advance. The work in the area will be done at mutually agreeable time between 8 am and 5 pm.
- b. Access into the unit must be provided for any inspection arranged of any common area for which access through the unit is required – Example – inspection of attic. The Board will request for such access in none-emergency situations by giving a ten (10) day notice in advance. The inspection will be done at mutually agreeable time between 8 am and 5 pm.
- c. In emergency situations the access to the unit must be provided at short notice as requested by the vendor hired by the Association.

**13.1 Air-conditioner units –** These Rules and regulations are in addition to already existing ones from 2019.

- a. All routine new air-conditioner installations should inform the Association ten business days in advance of the installation date using form D7.
- b. An emergency air-conditioner replacement should be informed to the Association within 3 days of installation giving the unit number and the picture of the unit installed by texting to 732.245.8723.
- c. It will be unit owner's responsibility to install the right size and type air-conditioner or it will need to be replaced by the right size and type air-conditioner on request/notice by the Board of Trustees.
- d. Only wall type of air-conditioning units fitting within the provided sleeves are permitted.
- e. All air conditioners must meet Association requirements in terms of size.
- f. All new installed air conditioning units must be at least 20 inches in width, side by side – excluding the packaging.
- g. Air conditioning unit should not project out of the wall more than eight (8) inches.
- h. To maintain uniformity Air conditioner sleeves shall be with type of grill shown.
- i. All air-conditioning units should have proper drainage if they are discharging water
- j. Any improper installation will need to be corrected within fifteen (15) days of the notice of improper installation by the unit owner at his/her own cost.
- k. Use of inflammable material like towels, paper, paper tape, wood etc. around the air conditioner is prohibited (fire hazard).
- l. Air-conditioners shall be maintained in good shape and appearance at all times.

- m. Any and all rotten metal / material from the air conditioner shall be removed to prevent leakage in the layers of the wall.
- n. Use of chicken net on air-conditioners is prohibited.
- o. All air-conditioners should be professionally installed.

**14.1 Vehicles** – These Rules and Regulations are in addition to already existing ones from 2019.

- a. Any vehicle larger than 210 (two hundred and ten) inches in length, maximum distance front to back including the bumper and guard/s, is not permitted to be parked anywhere on the property including the visitor parking spots at any time unless providing active service to a unit or the Association.
- b. Commercial vehicles are not permitted to be parked in any space overnight. This is effective 01-01-2021.
- c. Vehicles must be parked properly in the parking spaces. Improperly parked vehicles that are too much outside the parking space block the smooth flow of traffic. Vehicles parked crooked cause difficult for others to go in and out of their vehicles and increase chance for accident and injury. Vehicles parked too deep damage the shrubbery and block the walkway.
- d. A unit owner shall submit change in information about the vehicle (vehicle added or removed) within ten (10) days of such change using vehicle information form via Buildium or Certified mail.
- e. Vehicles parked in the parking spot shall not be leaking oil. In addition to the violation fine, cost of restoration of the area will be charged for all vehicles leaking oil on the Association asphalt including in the visitor spots. Such vehicles may be towed away by the Association to prevent further damage to the asphalt.
- f. For vehicles leaking oil in unit owner allocated spots the owner of the unit to who that space is allocated will be responsible for all damage/s to the asphalt and restoration cost. For that reason, if someone is parking in your parking space without your permission, please inform the Association immediately that you are not charged for the violation related to your parking space and the vehicle in question parked without your permission can be towed away.
- g. If a tow is called for towing a car that is in violation with Association Rules and Regulations and the owner of the car comes to the car before / when the tow arrives, the owner of the car / unit owner of the unit involved for the responsible violating car may still be responsible to pay the full cost of the tow.

**15.1 Doors** –

- a. Going forward starting 04-01-2021 all unit doors for units opening in stairwell will need to be white semigloss in color on the outside.
- b. All unit doors opening directly outside shall be white semigloss on the outside surface.
- c. All storm door should be painted white semi-gloss in color.
- d. All unit doors should have unit numbers in the center of the door 12 inches from the top when the door is closed. If this interferes with the peephole the number can be just above the peephole. Unit numbers on door trim or the wall are not permitted. This applies for new installation of numbers starting 04-01-2021.



- e. Numbers on the unit door need to be 4 inch in size and black, silver or gold in color. To maintain uniformity the Board has approved Home Depot item for all unit numbers. (Pic attached). This applies for new installation of numbers starting 04-01-2021.

#### **16.1 Trash Related –**

- a. All packaging with the items delivered must be disposed in accordance to the Association's Trash related Rules and Regulations by all residents / guests / vendors.
- b. Vendors shall be instructed to follow all Association Rules and Regulations while dumping trash or old items.
- c. Lamps, table lamps, chairs, carpet etc. should be dumped on Eastbourne Avenue per City guidelines on given days only. For collection details or days feel free to call the city at 732.222.7000 and ask for sanitation department.
- d. Televisions and monitors need to be dumped at the city dump and shall not be left at the trash area or the Eastborne Avenue or anywhere on or around the property.
- e. Paint cans shall not be dumped anywhere on or around the property including the trash area. They should be taken to Atlantic Avenue dump in Long Branch for safe disposal. Call 732.222.7000 for more information. Cans with dried paint can be dumped with the lid open in the household trash.
- f. Dumping overfilling the trash container is prohibited.
- g. Leaving trash on top of the dumpsters is prohibited.
- h. Leaving trash on top of the dumpster lids is prohibited.

#### **17.1 Cardboard Boxes in the trash area –**

- a. All cardboard boxes must be collapsed before disposing even if single.
- b. Collapsed Cardboard boxes should be tied together by a string to prevent them from flying around the property.
- c. All cardboard boxes must be tied even if they are single boxes.
- d. Any packing unless cardboard in nature must be dumped into the big green household trash container. This include any Styrofoam or plastic packing.
- e. Cardboard packing should be disposed as cardboard disposal guidelines above.
- f. Do not stuff one cardboard box one into another (as the City does not pick that). All cardboard boxes must be collapsed and tied together.
- g. Cardboard boxes that have been collapsed and tied shall be placed on the southside of the recyclable containers and not in the trash area enclosure or in front of the dumpsters or recycle bins.
- h. Cardboard of any type including packaging material, boxes shall not be placed on top of in front of the recycle bin/s or container
- i. Cardboard dumped shall not block access to the trash containers or the recycle bins or container/s.
- j. Cardboard boxes for pizza should not be disposed along with other cardboard but must be individually dumped in bin labelled PIZZA BOXES ONLY. Nothing else should be dumped in the is bin other than the pizza cardboard boxes.
- k. Any cardboard boxes and food containers with food stuck on the surface must be disposed in a plastic bag so that the wildlife (rats, squirrel) does not have any access to the food.

- l. Cardboard boxes should not be deposited in recyclable containers or the large green trash bins but should be left outside on the side of the trash area. Cost of collapsing, tying, depositing the cardboard boxes in proper place will be charged the unit owner at minimum \$40 per incidence in addition to any violation fines. An additional \$20 administrative fee will apply.
- m. If third party need to be called to correct the violation of trash storage or disposal, all third-party costs in full will apply to the unit owner whose residents have done the violation of the trash rules and regulations. A 10% administrative fee will apply. This also applies to shopping carts left anywhere on or around the property.
- n. Leaving shopping carts anywhere on or around the property is prohibited (city does not pick them up).

**18.1 Plastic Bags in trash area –**

- a. Plastic bags of any kind including packaging are prohibited in or on Recycle bins.
- b. Plastic bags in the trash bin must be closed properly to ensure wildlife does not have any access to the contents inside.
- c. Construction material of any type is not permitted to be disposed in the plastic bags in or around trash containers, anywhere on the property or on Eastborne Avenue.

**19.1 Fees, fines and other charges –**

- a. For delinquent accounts, an interest of 7% per annum will apply for all amounts up to \$1,500
- b. For delinquent accounts interest of 17% per annum will apply for amounts in excess of \$1,500.
- c. Renters or nonowner contacting the Board or the Management directly via phone, text, email or in person for any issue/s other than for urgent issues will be a violation, fine for which will be payable by the unit owner.
- d. Administrative fee for the management at the rate of \$100 per hour (\$25 per 15 minutes in 15-minute aliquots) will apply for each person involved in any and all work done by the management that is not routine work. Examples include but not limited to –
  - i. getting proof of violations including review of video recordings
  - ii. searching, researching, preparing submitting, discussing documents for the legal cases.
  - iii. Any administrative work like review of cameras or past documents, review with the attorneys by the management / board member/s, preparation for court appearance.
  - iv. All court appearance/s or depositions by any board member, reply to interrogatories by the management / board members.
  - v. A pet fee of \$25 per month will apply per pet in the unit.
  - vi. A \$35 check fee for returned checks as the check was made incorrectly by the unit owner. This will be in addition to any bank charges.
  - vii. A \$35 fee for issuing checks to unit owners who want their money back except when they are selling the unit.
  - viii. An emergency access fee of \$50 will apply to provide emergency access to the crawl space when no emergency exists. If access is requested 3 days or more in advance such access is free of charge.

- ix. A \$50 emergency access fee from 8 am to 8 pm and \$80 for access from 8 pm to 8 am will apply if someone's common area lock is to be opened as they keys are lost. Only the unit owner can request such opening. The door will not be opened for anyone else's (renter, guest, vendor) request.
- x. Move-in fee of \$100 will apply to all move-ins including of unit owners.
- xi. Move-out fee of \$100 will apply to all move-outs including of unit owners.
- xii. An administrative fee of \$100 will apply for all cars towed as the car was in violation of the Association regulation.
- xiii. \$100 for copy of the Association Documents (All unit owners already have the original)
- xiv. Repeated requests for the same information provided during the past 90 days.

#### **20.1 ADR –**

- a. Unit owners may be required to attend an ADR arranged by the Board to discuss issues of violations by them or the residents in their units per the Association's ADR policies.

#### **21.1 Document timelines -**

- a. Association can fine for a violation at any time after the violation has occurred if substantiated with the supporting documentation.
- b. If the renter leaves prior to violation notice is issued the unit owner will be responsible to pay the fines unless the Association has been informed 30 days in advance of the renter leaving.
- c. A unit owner who rents shall submit copy of the renewal of the lease within 10 (ten) days of the renewal via Buildium or certified mail.
- d. A lease cannot be for less than six (6) months or more than two (2) years. (Per the Master Deed).
- e. A unit owner who rents shall submit the copy of the lease ten (10) days PRIOR to the renter moving in via Buildium or certified mail.
- f. An updated census form including all residents living at the property in the given unit must be submitted on every anniversary date of the lease.
- g. A unit owner who rents shall submit the copy of the 'Acceptance of Rules and Regulation' being received by the potential renter ten (10) days PRIOR to the renter moving in via Buildium or certified mail on the Form E6.
- h. A unit owner who has new pets moving in (himself or the renter) must submit Pet form A5 completed along with all details of license, medical certificate, and vaccination etc. ten (10) days prior to the new pet moving in. This also applies to the new renters moving in with pet/s.
- i. A unit owner shall submit the copy of the certificate of occupancy within ten (10) days of the new renter moving in or anytime on request from the Board via Buildium or via certified mail.

#### **22.1 Certificate of Occupancy -**

- a. Only individuals including children of all ages who are on the Certificate of occupancy can stay at the unit on a permanent basis.
- b. All residents including all children of any age must be included on the certificate of occupancy.
- c. A unit owner must inform the Association within 72 hours of any changes in occupancy (permanent) at the unit through an email or text message to the Association's number.

- d. A unit owner must acquire new certificate of occupancy if any changes are made / occur to people residing in the unit and submit a copy to the Association within 10 days of the change of status of residents.
- e. A unit owner shall submit any change in certificate of occupancy within 10 (ten) days of acquiring the new certificate of occupancy via Buildium or certified mail.
- f. Association should be provided on demand list of days renters and guests have stayed at a unit if there is discrepancy in number of residents in the unit. This data must be provided within 15 days of request.

### **23.1 Negligence –**

- a. If a unit owner or any occupant, guest or vendor to his/her unit fails to abide by Association Documents after written letter/ notice/ general email/ flyer /email / reminder/verbal communication the unit owner will be considered negligent in enforcing the Association Documents to the resident, guest or vendor in his unit and will be fined for the violation of negligence.
- b. If, due to the negligent act or omission of Association Documents by a Unit Owner, or a member of his family or household pet, or a guest, occupant or visitor, any financial damage shall be caused to the Association or to Association's Common Elements for which maintenance, repair, replacement, restoration, correction of violation shall be required which would otherwise be a Common Expense, the responsible Unit Owner shall pay for such damage and be liable for any damages, liability, costs and expense including attorney's fee, caused by or arising out of such circumstances as a Remedial Common Expense Assessment.

### **24.1 Video cameras by individual unit owners -** Cameras installed in any common area and looking into the common areas will require all the following.

- a. Not following all Rules and Regulations in reference to installation of cameras in common area will be considered negligence.
- b. Installation of private video cameras without prior written authorization is prohibited.
- c. Application for installing common area in any common area must be submitted at least thirty (30) days in advance on form D6 .
- d. All Rules and Regulations in terms of private cameras in common spaces must be followed. Unit owner will be responsible for all violations of any such rules.
- e. If a video camera is installed in common area by a unit resident the unit owner will be responsible for all damages and fines including those arising from privacy related issues and the unit owner will indemnify the Association from any responsibility arising from use or misuse of such cameras including privacy issues as a result of looking into common areas. Indemnification will also include attorney fee, architect fee, engineer fee and any other expense associated with the indemnification.
- f. The Unit Owner shall complete and submit the form D7 ten (10) days prior to installation; accepting responsibility for any privacy violations that may be claimed by any resident or guest the guarantee by the unit owner extending even after the renter has left.
- g. A \$200 application fee for the video cameras in the stairwell or looking into the stairwell installed anywhere on the door or the trim will be needed to be submitted with the application.

- h. A \$200 refundable deposit per camera will need to be paid 10 days prior to installation of the camera. This deposit will be paid back once the camera has been removed and the area restored to as close to possible previous to the installation.

**25.1 Gas Stoves –**

- a. For safety reasons, effective 1-1-2021 all gas stoves in any unit shall be of non-gas-pilot light type. There should be no gas pilot light in the stove in your unit.
- b. If a gas stove is removed and the line is left shut, form D8 need to be submitted within 24 hours of shutting the line.
- c. For any future removal of gas stove and shutting off the gas line a statement confirming the shut down in addition to form D8 will be required.

**26.1 Gas Leak or suspected Gas leak –**

- a. Any gas leak or suspected gas leak must be immediately reported to the emergency services calling the gas company or 911.
- b. Any call to the gas company reporting a gas leak shall be reported to the Association in writing within 24 hours of the call made.
- c. Copy of the vendor receipt showing the gas leak related repairs have been completed must be reported to the Association within 7 days of the repair having been completed along with the copy of the red tag.

**27.1 Washer, dryer, lint line -**

- a. All lint lines must comply with City and State codes.
- b. All dryers with lint line shall submit every two years a certificate of inspection of the lint line by a professional lint cleaner with form D9 signed by the lint line cleaner.
- c. All lint lines cleaning must meet City and State codes and can only be done by a licensed expert in lint line cleaning
- d. Installation of new washers and dryers is not permitted.

**28.1 Communication by residents at the property -**

- a. Neither renters nor their family, friends or guests shall call any member of the Board or the management directly for any and all maintenance requests. Their calling or communicating with any members of the board directly for non-urgent issues is not permitted.
- b. Neither owners, nor any other residents in their units shall contact an Association vendor directly without the prior authorization from the board except for a job for which they plan to pay.
- c. Neither owners, nor any other residents in their units shall contact a vendor directly for evaluation or correction of any issue in any common element without the prior authorization from the board. If the vendor addresses that issue on request that did not come from the board the unit owner will be responsible for payment to the vendor in full and the violation fine.

**29.1 Gas Smell/Gas leak Related Rules and Regulations:**

Please read and follow the following Rules and Regulations related to the smell of gas in your unit or in common area/s.

- a. Call the Fire Department at 911 and inform of the smell of gas or

- b. If the smell of gas is minimal call the New Jersey Natural Gas company. If this number is not available call the Fire department (see above).
- c. If safe, inform the neighboring residents in the area about the possibility of gas leak.
- d. Follow the instructions from the dispatch.
- e. If you have a renter, ask the renter to call you after they have called the emergency services and informed the neighbors.
- f. Unit owner must call/text the Association at 732.245.8723 after you/ your renter/ family/guest have called the Fire Department / New Jersey Natural Gas company to inform of the call to the Fire department / NJNG.
- g. Wait for the fire department / New Jersey Natural Gas company technician to come.
- h. When the gas company technician leaves, he may issue a "Red Tag" to inform if any repair need to be done by the unit owner.
- i. If the gas to more than your unit is shut off, please inform the Association immediately that a message to inform all affected can be sent on a priority basis.
- j. Inform the Association about the red tag and send the Association a picture of the red tag as a text message.
- k. Get a licensed and insured plumber / technician to do the repairs advised by the gas company.
- l. If gas supply to other units will need to be shut off to do the repairs please let the Association know in advance that other unit owners can be informed of the possible gas shut down and the need to be present when the gas supply will be restored.
- m. Inform the Association when the repair required by the Fire Department / New Jersey Natural Gas company has been completed by sending the copy of the bill stating the repair as required has been completed. Association is required to inform the New Jersey Natural Gas company about the repair.
- n. Not communicating any of the above steps to the Board creates issues causing safety and comfort issues for others.
- o. Not communicating to the Board in a timely manner as recommended above will be a violation.
- p. Not informing the Fire Department, New Jersey Natural Gas, and the neighbors when you suspect a gas leak will be considered Negligence.
- q. Not informing the relevant authorities about possible gas leak or smell of gas is also a violation of Association Rules and Regulations and a safety issue for other residents.
- r. Not informing of a chirping fire alarm in the common area anywhere in the common area of the association is negligence and a violation.

### **30.1 Modified violation and appeals policy –**

Due to Covid-19 related emergency and to minimize exposure to individuals who may be carrying the virus the Board has approved the following procedure for addressing violation related notices.

- A. Following will apply to all notices of violation.
  - i. All communication in reference to the violation must be in writing.
  - ii. Only unit owner can contact the board or any of its individual members in reference to the notice of violation.
  - iii. Unit owner must ensure that they have informed the renter/family member or anyone else related with the violation not to contact the board except through you.

- iv. Contacting the Board by anyone other than the unit owner or his authorized representative will be a violation of Association Rules and Regulations managed as per the Association Documents.
  - v. Unit owner must submit in writing either via Buildium or via a certified letter return receipt required full name, phone number, address and copy of a government issued ID authorizing the individual to represent him/her.
  - vi. Any decision made or agreed to by this authorized representative will be final and binding for the unit owner.
- B. If the unit owner receives the violation notice he can –
- i. Either accept it and pay the fines and then the violation ticket will be closed.
  - ii. Challenge the violation submitting an Affidavit denying the violation. This affidavit needs to be submitted using Buildium or be sent via certified mail signature required. Supporting documentation if any in support of declining the violation should be attached.
  - iii. The Board will review the affidavit and make a decision and convey it to the unit owner.
    - i. If the decision by the Board is to accept the denial of the violation by the unit owner no fine will be placed on the Account.
    - ii. If the decision by the Board is not to accept the unit owner's objections to the violation issued, the unit owner will be informed and the fines added to the financial statement in Buildium. Unit Owner at this stage can request ADR (Alternate Dispute resolution). To Request an ADR the Unit Owner will provide three dates and times on for the ADR meeting which will take place via video/audio conference call.
  - iv. ADR Committee will hear from the Unit owner and the Board about the violation under consideration only.
  - v. No other issues other than violation in question can be raised or discussed in this meeting (as the ADR committee has only reviewed the case in question for the ADR committee).
  - vi. All parties need to be civil and respectful to others or the ADR will be closed without making any decision.
  - vii. After listening to both the sides the ADR committee will make its decision and convey to both the parties.
  - viii. To protect privacy of the members of the ADR committee personal details of the members of the ADR committee will not be shared at any stage.
  - ix. As unit owners you can volunteer to be on ADR committees to be held in the future.

### **31.1 Units with Smokers living in them –**

Secondhand smoke has dangerous health effects on those who are exposed to it. Secondhand smoke causes increased risk of bronchitis, heart attack, stroke and lung cancer in those exposed. No resident has the right to expose another resident to toxic and harmful cigarette smoke. Therefore,

- a. Starting 1-1-2021 all units in the Association for the new buyers and new renters will need to be smoke free.

- b. Existing owners and renters are permitted to continue to smoke if they meet the following condition.
  - i. Wall holes have been addressed
  - ii. Door gaps have been addressed
  - iii. Trim leaks addressed all over the unit
  - iv. Electric plug leaks have been addressed
  - v. Exhaust fans are installed
- c. Secondhand smoke is not only noxious it has potential to cause eye, throat, and lung irritation, heart disease and cancer. It is every unit owner's responsibility that other residents living at the Association are not exposed to noxious, toxic and harmful effects of secondhand smoke and take all necessary precautions including making changes necessary to their units including but not limited to installation of exhaust fans in window of each room of the unit where smokers live.
- d. All new buyers and renters will need to sign a release indemnifying the Association of any damages suffered due to secondhand smoke.
- e. Unit owners where smokers live will be fully responsible for any lawsuit brought about related to secondhand smoke exposure and will hold the association harmless for their failure to prevent spread of the smoke to other units.
- f. Not making best possible efforts to prevent harmful and toxic smoke traveling to other units or into the common area / through the common area behind the unit wall will be considered negligence and is not permitted.
- g. Prior to any new occupancy of any apartment action/s need to take action to minimize smoke traveling from the unit into the common area behind the walls and the ceiling. These measures include but are not limited to –
  - i. Sealing all holes in the wall
  - ii. Sealing all gaps between the wall and the floor
  - iii. Sealing all gaps from around the doors, windows, closets, cabinets including the bathroom cabinet
  - iv. Sealing all power outlets by appropriate material
  - v. Installing exhaust fan/s
- h. Above referenced changes will need to be made even if the unit is occupied if a neighbor complains of cigarette smoke entering their unit.
- i. Storing cigarette butts anywhere in the common area for any amount of time is prohibited.
- j. To prevent secondhand smoke smoking within 20 feet of any entrance door is prohibited.
- k. To prevent secondhand smoke, smoking on walkways is not permitted.
- l. All units with smokers living in them will pay \$10 per unit per month for creation of smoker's corner and institute efforts to make the association smoke free.

**32.1 Vacant Units** - Unit owners who keep their unit vacant for any reason for any amount of time must make arrangements to get their units checked periodically. Not doing so will be negligence. Unit Owners of such vacant units will be solely responsible for any and all damage caused to their own unit, common element and any other unit as a result of their unit being vacant.



**NOT ALL OF THESE RESTRICTIONS SHALL APPLY TO PROHIBIT  
REASONABLE ADAPTATION OF ANY UNIT FOR HANDICAP USE.**

Board of Trustees

**Form for permission to install video cameras on common area door –  
installation of video camera in common area/ overlooking common area**

Date of Request when camera will be installed.....

Unit Number requesting the Installation – .....

Full name of unit owner requesting permission – .....

Address and Phone number of the unit owner .....

Details of camera – make and model number - .....

Areas of common area that the camera will overlook – (Submit a sketch diagram)

Diagram submitted - ..... (yes / no)

1. An application fee of \$100 is attached.
2. A refundable deposit of \$50 is being submitted with this form seeking permission to install video camera like the bell camera overlooking common area next to door or windows. I understand the fee will be refunded once the video camera is removed and the area restored and repainted by a vendor at my cost to how it was prior to video camera installation and picture proof submitted of the same.
3. As a unit owner I take full responsibility to comply with all Federal, State and City laws and requirements for the installation. I indemnify and absolve the Association or any of its representatives, directors or the Management or its representatives of any and all responsibility or liability arising from such installation including claims for liability for privacy related issues from any party. I also understand that this liability will extend for up to seven years after the renter, if any, has left.
4. I also take personal responsibility to inform anyone who will be or may be affected because of this installation its use or misuse in relation to privacy issues.
5. I understand that the permission granted is for one year and I will need to resubmit application 30 days in advance for the next year without paying any additional charges.

Unit Owner Signature .....

Date request made .....