#### **Rules and Regulations 2019.**

#### Dated 06-30-2019.

#### **General Issues -**

- 1. These Rules and Regulations are made under the authority given to the Board by Master Deed and By-Laws of the Association.
- 2. Each Unit Owner agreed to follow the Association Documents including the Master Deed, By-Laws, Certificate of Incorporation and Rules and Regulations when he purchased the unit.
- 3. These Rules and Regulations are effective July 15<sup>th</sup> 2019.
- 4. If a new buyer buys a Unit without asking for the Closing Statement from the Association, all liability for the seller including all financial dues will automatically be transferred to the new buyer who will now be responsible to pay all money that is due from the seller.
- 5. These Rules and Regulations 2019 apply to all unit owners, their families, guests, renters, renter's families, guests and vendors coming to work at the unit.
- 6. Word 'Property' in the document refers to Westwood Village Condominium Association, Long Branch, New Jersey 07740.
- 7. Word 'Association' refers to Westwood Village Condominium Association, Long Branch, New Jersey 07740.
- 8. Word 'Board' refers to Board of Trustees of the Association.
- 9. Word "Property Manager" refers to the manager of the property. In self-managed situations the word refers to the Board of Trustees.
- 10. Word 'Fine\*\*' 'Fine\*/s\*' 'Fine\*d\*' in this entire Document refer to violation Fine\*s and is limited to maximum Fine\* of \$25 per violation per day as per the Association Master Deed and the By-Laws.
- 11. Current move-in fee is \$100.
- 12. Word 'Common Area/'s' or 'Common Elements' refers to areas that are outside the individual unit as defined by the Association's Master Deed and the By-Laws including but not limited to landing, foyer, stairwells, porch, stoop, walkway, driveway, parking lot, trash area, crawl space, crawl space entrance area, common area door and windows, outside walls, roof, attic, gutters, leaders, entrance and exit to the association, lawns, flowerbeds, flowers, plants, trees, shrubbery, retaining walls, drains, carpet and floors in common areas.
- 13. Unit owners are responsible for any and all Fine\*s for any violation, restoration cost and legal and or investigative cost, if any, in reference to the violation by all residents in their units including family members, guests, renters, renters' families, renter's guests and vendors at the unit.
- 14. Section A of the Document is for the renters and unit owners.
- 15. Sections B, C, D, E are for Unit Owners only.
- 16. Receipt of Section 'A' by all potential renters must be submitted 10 days prior to the renter moving in.
- 17. Receipt of Section A, B, C, D, E by all potential buyers must be submitted by the seller 10 days prior to the date of the sale.
- 18. Rules and Regulations 2019 will be sent to unit owners via Buildium or by regular mail (if the unit owner did not agree to use Buildium for communication purposes with the Association).
- 19. Receipt of any Section may be requested by the Association from the existing owner or renter (via owner) and must be submitted within 14 days of the request made or a Fine\* of \$25 per day will apply till a date that this receipt of documents is delivered to the Association by using Buildium, email, text or Certified mail.

- 20. All unit owners must submit within 14 days of mailing/emailing the request by the Board form E3 stating that they have received Rules and Regulations 2019.
- 21. All renters must submit within 14 days of mailing/emailing of the request by the Board form E6 stating that they have received Rules and Regulations 2019.
- 22. Not submitting the receipt of these Rules and Regulations 2019 does not exempt a unit owner from being responsible for following any and all Association Documents including these 'Rules and Regulations 2019' and Fine\*s associated with any violations thereof.
- 23. Word 'he' is used throughout this document for convenience purposes only and refers to all unit owners irrespective of their gender.
- 24. Association's telephone numbers are -

732.245.8723 at all times.

732.996.8119 if the above number is not working.

- 25. For non-emergency matters calls can be made by the Unit Owners between 8 AM to 4 PM Monday to Friday excluding public holidays.
- 26. Only Unit owners can call the Association unless there is an emergency.
- 27. Those Unit Owners who have accepted Buildium (Association's web portal) to communicate with the Association and are getting cash back for doing so should contact the Association for non-emergency matters using their log-in at managebuilding.com (note no www).
- 28. Email address for the Association for those Unit Owners who have not accepted Buildium to communicate with the Association is westwoodlongbranch@outlook.com
- 29. Mailing Address for all communication with the Association is -

Westwood Village Condominium Association, Inc.

364 Westwood Avenue

Office

Long Branch, NJ 07747.

- 30. This document is available at the Buildium program for all Unit Owners to download and print as needed.
- 31. Hard copy of this document mailed to a unit owner within 14 days can be purchased by paying a fee of \$50 to the Association.
- 32. Currently bulk furniture is picked by the city for free from Eastbourne Avenue on First and Third Wednesdays of the month. You can leave your bulk furniture between the hours of 5 PM on Tuesday to 8 AM on Wednesday of these weeks. If in doubt call Long Branch city's Department of sanitation at 732.222.7000. Bulk furniture can also be left at 378 Atlantic Avenue dump yard for free, Monday to Friday 7.30 AM to 3 PM and on Saturday 9 AM to 1 PM. This dump is run by Public works department of the city of Long Branch. Days and time for furniture pick up may be changed by the city of Long Branch in the future. If in doubt call the city or check the calendar for pick up on-line.
- 33. Invalidity of any one or more Rule/s and Regulation/s will not affect any other Rule/s and Regulation/s in this document.

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

# Fine \* and Fines\*

Word 'Fine\*' 'Fine\*/s' 'Fine\*d' in this entire Document refer to violation fines and is limited to maximum fine of \$25 per violation per day as per the Association Master Deed and the By-Laws.

# SECTION A – For Renters and Owners.

# Common Area Related Rules and Regulations -

- These Rules and Regulations 2019 are in addition to existing documents governing Common Area use under the Association Documents including the Certificate of Incorporation, Master Deed, The By-Laws and their updates and supersede any other Rules and Regulations that were in effect prior to July 15, 2019.
- 2. These Rules and Regulations 2019 are effective July 15, 2019.
- 3. About any Association related matter, a tenant can only communicate with the unit owner unless there is an emergency. An emergency is a situation that can cause severe and significant damage to the Association property or its resident/s if not addressed immediately.
- 4. For all life and limb threatening emergencies all residents must call 911 immediately.
- 5. Activities like ball playing of any type, skateboarding, roller-skating, is not permitted by anyone, anywhere in common areas of the property. The schoolyard, park and the field are close by and should be utilized for play.
- 6. Riding bicycle except to go in and out of the Property is prohibited.
- 7. Racing a bicycle or any other antics with bicycles is not permitted on driveway, parking lot, walkways, lawn, flowerbeds or any common areas of the Property.
- 8. No loud music or loud television after 8 PM or before 7 AM that can be considered a nuisance by others.
- 9. Littering anywhere in the common areas of the property is prohibited.
- 10. Spitting anywhere on walkways, parking lot area or on any wall of the buildings on the property is prohibited.
- 11. Use of drone for any purpose anywhere at the property is prohibited.
- 12. Moving stones for any reason, from where they are installed by the Association, is prohibited without the written permission from the Association.
- 13. Playing with stones by anyone is prohibited.
- 14. Noxious, unlawful or offensive activities are prohibited on, in or around the Property.
- 15. Damage related costs (to any common element and all restoration expenses to bring the property back to condition before the damage occurred) anywhere on the Property by a Unit Owner, his family or guests, renter, his family or guests or by vendors hired by the owner or his representative will be charged back in full to the Unit Owner responsible.
- 16. All damage caused by neglect by the Unit Owner, his family, guests, renter, renter's family or guests will be fully charged back to the Unit Owner including all costs to restore the property to the condition prior to the damage.
- 17. A Unit Owner or any of his representatives shall not work on any Common Element without the permission from the Board of Trustees. Common Elements for this purpose include but are not limited to stairwell, foyer, common area door, common area walls, façade of the building, brickwork, roof, lawn, flowerbeds, plants, shrubs, trees, crawl space entrance, crawl spaces, driveway, parking lot, entrance, exit to the Property.
- 18. Expenses made by the Association on complaints that turn out to be unfounded will be charged back in full to the Unit Owner.

# <u> Maintenance Related issues –</u>

- 1. A Unit Owner should not wait to be informed of the need for a repair in his unit by the Association. A Unit Owner must perform all necessary maintenance that he is responsible for promptly on his own to keep the unit in excellent condition. Not doing maintenance that the Unit Owner is responsible for, in time, is a violation.
- 2. All tenants must immediately inform the unit owner of any maintenance issue/s that need to be addressed including but not limited to work relating to plumbing, electrical work, gas stove and gas connections, air-conditioner, air-conditioner sleeve, flooring, ceiling, walls, windows, window frames, doors to the unit and associated door frame, jambs, infestation by cockroaches, mice or any other vermin.
- 3. Issues like leak in the ceiling from different sources including window, air-conditioner unit, bathroom or a leaky faucet in the upper unit must be informed to the unit owner of the upstairs unit without delay.
- 4. All Unit Owners must address, without delay, any leak related issue/s anywhere in the unit.
- 5. Any leaks on the window sill of the lower unit by the air-conditioning unit above must be brought to the attention of the Unit Owner above immediately as it can severely damage the window of the lower unit. Owner of the lower unit will be responsible for all damage to his own window.
- 6. Unit Owners in all units must ensure that water from the air conditioner does not drip on the brick facade or the window sill and that the air-conditioner is properly drained.
- 7. A tenant must bring to the unit owner's attention any maintenance issues in the unit promptly.
- 8. Tenant complaints for maintenance issues must be addressed by the unit owner promptly.
- 9. A tenant must bring to unit owner's attention any issues in common area that need to be addressed.
- 10. All Unit Owners must bring immediately to Association's attention any maintenance issues that need work in common area/s. This must be done via Buildium or by writing to the Association.
- 11. All leaks however small must be fixed immediately by the Unit Owner using a licensed and insured plumber.
- 12. Not informing the Association promptly of maintenance jobs required (example light not working, common area door not closing), in common areas close to your apartment, in writing using Buildium, text or certified letter is a violation.

# Personal Items in/on/upon Common Areas -

- 1. Keeping any personal items in any Common Area, with the exception of your vehicle in your allotted parking spot, is not permitted at any time, for any length of time, by anyone including the Unit Owner, his family and guests, renter, renter's family and guests, vendor hired by the Unit Owner or his representative.
- 2. No items should be kept in the window of any Common Area.
- 3. No items should be placed on the landing wall (sill) outside the door of the upper unit.
- 4. Any personal item/s that is in any Common Area (with the exception of your vehicle in your allotted Parking Spot) will be disposed of as trash. No further warning or notice will be given. Association will not be liable for any losses to the resident or the guest of any unit for disposing off any personal item of any Unit Owner, renter or guest in any common area (with the exception of your vehicle in your parking spot which is your limited common area.)
- 5. Items that cannot be disposed of for any reason will carry a violation Fine\* up to maximum limit permissible on a daily basis.
- 6. A storage fee of up to \$25 per item per week will apply.
- 7. Personal furniture should not be left anywhere in any Common Area.

- 8. From October 1 to April 30 a snow shovel per unit and container of salt to deice the walkway is permitted to be kept in the area behind the door of the crawl space entrance for units that have a Common Area door entrance.
- 9. Storage of propane tank anywhere on the property except in your vehicle is prohibited.
- 10. Storage of propane tank in the common area is strictly prohibited.
- 11. Storage of gas refill container anywhere on the property is prohibited. Please keep it in your vehicle.
- 12. Storage of car batteries anywhere on the property is prohibited.
- 13. Bringing in the fireworks in any amounts for any reason to the property is prohibited.
- 14. Storage of fireworks anywhere on the property is not permitted.
- 15. Use of fireworks for any reason / occasion is not permitted anywhere on or around the property.
- 16. Barbecuing on the property is not permitted.
- 17. Smoking in any Common Area/s including the landing, foyer, stairwell, walkway, parking lot, lawns, laundry, entrance and exit of the property is not permitted.
- 18. Hoarding (too much stuff in the apartment) is a fire hazard and is not permitted.

#### Common Area Doors and Windows -

1. Common hallway doors and windows should not be propped or left open for any reason as it poses both security and fire risk. Leaving common area doors and windows damages the carpet / floor due to rain and snow exposure. Leaving common area door open also causes door closing mechanism to stop functioning properly that then needs to be replaced. In addition to Fine\*s, any and all damage will be restored by the Association and the Unit Owner charged for the repair of the damage in addition to the violation Fines.

# Feeding Wildlife –

1. Feeding wildlife causes wildlife infestation of crawl space and attics costing the Association thousands of dollars and creates a health risk. Feeding any wildlife by anyone at anytime, anywhere on the property or around it (perimeter) is prohibited.

# <u> Trash Disposal - General -</u>

- 1. These Rules and Regulations are in addition to existing documents governing trash disposal under the Association Documents including the Master Deed and the By-Laws and their updates.
- 2. All Common Areas throughout the property with the exception of your allotted (unpaid and paid) parking spot/s, which is your limited common area, must be kept free of all personal items of any size and number at all times.
- 3. Trash of any kind shall not be stored by anyone for any length of time in any common area including but not limited to landing, foyer, stairs, window sills, sill outside the door of upper units, crawl space entrance, crawl space, outside the doors, stoop, porch, walkway, lawn, flower bed, ventilator shafts, parking lot, entrance or exit of the association or on the perimeter of the Association.
- 4. Cost associated with repair of temporary or permanent damage to any Common Area due to storage of trash in the common area/s will be fully chargeable to the Unit Owner of the unit involved/responsible.
- 5. Trash must be disposed as per Long Branch City rules and regulations.
- 6. All trash must be disposed off in a safe manner.
- 7. All trash must be disposed off in the designated areas only.

- 8. Storing any trash in any common area for any length of time is prohibited. All trash must be either inside your unit or in the dumpsters in the trash area.
- 9. For any questions about the bulk trash disposal call the city of Long Branch Public Works department at 732.222.7000 or visit their website at www.visitlongbranch.com.
- 10. Any Fine\*/s by the city including the summons will be passed on to the unit owner of the respective unit in full. These Fine\*/s can run into thousand/s of dollars. In addition, association's administrative fee, Fine\*/s, relocation or removal of trash charges and any associated legal charges will be charged to the unit owner responsible.
- 11. Any trash spilled while carrying the trash bag to the dumpster area must be cleaned immediately.
- 12. For all violations related to the trash, in addition to violations Fine\*/s, cleaning costs, Fine\* collection cost including legal cost to collect the Fine\* will be charged the Unit Owner.
- 13. No trash other than cardboard and paper should be left outside the dumpster.
- 14. Lose papers including flyers should not be disposed off at the trash area. They must be tied together.
- 15. Non-household trash should not be disposed off at the dumpster or at the Eastbourne Avenue.
- 16. Tie up your newspapers and other paper trash.
- 17. Cardboard boxes must be collapsed after removal of the packaging material and tied together.
- 18. Packing material including plastic, Styrofoam, bubble wrap etc. must be disposed off separate from the cardboard boxes and dumped into the large dumpsters.
- 19. Two (2) large dumpsters (green) and four (4) recyclable containers (blue) are provided in the trash area. All trash must be disposed per Long Branch Municipality regulation in the respective container.
- 20. Overfilling large dumpsters in the front of dumpsters when the space is available in the back of the dumpster is prohibited.
- 21. Dumping trash on top of the dumpster lids is prohibited.
- 22. Overstuffing plastic bags dumped in the trash bins is prohibited. All trash dumped in large trash bins must have the plastic bags completely closed with nothing accessible to wildlife.

# <u> Trash Disposal – Perishable Trash –</u>

- 1. All perishable trash must be disposed of in plastic bags with no possibility of access by vermin/wildlife.
- 2. All bags, cartons where food is visible must be in plastic bag sealed well enough to prevent wildlife from having access to food.
- 3. Plastic bag your wet garbage and deposit in dumpsters provided. No garbage is to be left outside the dumpster units.

# Packaging Material of Ready to Eat Food –

- 1. All containers which had ready to eat food must be properly disposed ensuring there is no access to the food stuck to the container by any wildlife.
- 2. Ready to eat food containers shall not be left outside the dumpster.
- 3. Ready to eat food containers shall not be dumped in the dumpster without properly securing them that there is no access to the container by any wildlife.
- 4. There is a separate container for disposal of empty pizza boxes only. This is marked 'Pizza Boxes'. ONLY pizza boxes can be dumped in that container. Nothing else including bottles of cold drinks/water or other recyclables should be dumped in this container.

# <u> Trash Disposal – Pizza Boxes –</u>

- 1. Pizza boxes have pizza stuck to them and attract squirrels and therefore must be collapsed and put in plastic bags that are well sealed that wildlife cannot access food.
- 2. Association has installed a container for cardboard Pizza Boxes labelled 'Pizza Boxes'. Leaving pizza boxes outside of this Pizza Box container will be Fine\*d unless the pizza box is in a plastic bag and any remaining food is not accessible to vermin or wildlife and disposed off in the large trash container.
- 3. Putting anything other than the cardboard pizza box in this container including any plastic bottle or a soda can or an empty bottle of water or any other trash in this container labelled 'Pizza Boxes only' is prohibited.
- 4. Pizza boxes should not be left outside the container mentioned above.
- 5. Pizza boxes should not be left on the 'Recyclables' container.
- 6. Close this container after dumping the pizza box. This container for disposal of pizza boxes must be kept closed at all time to prevent access to food by any wildlife.
- 7. If anything else is dumped in the container labeled 'Pizza Boxes' including water bottle, any other bottle or can, paper, plastic or glass; the unit owner responsible will be Fine\*d and cost to correct the violation added.

# <u> Trash Disposal – Recyclable Bins -</u>

- 1. All items disposed of in the recyclable containers must have triangular seal of recycling.
- 2. Nothing other than recyclables should be disposed off in the recyclable containers.
- 3. Only recyclable plastic bottles, soda cans and glass items should be placed into recyclable containers.
- 4. Plastic bags of any type including packaging material for bottles is not permitted in the recyclable container.
- 5. Cardboard of any type including packaging is not permitted in the containers for recyclable items.
- 6. Bottles or cans etc. must be taken out of cardboard/plastic packaging before they are placed in the recyclable containers.
- 7. Plastic items that do not have the recyclable mark (triangle) should not be placed in or around the recyclable container.
- 8. Cans and bottles must be emptied of all contents (example milk) before they are put in the recyclable container.
- 9. Long Branch sanitation department will not empty recyclable barrels if they contain plastic or paper cartons so remove packing outer cartons, bags etc. while disposing recyclables such as bottles or cans.

# Trash Disposal – Cardboard and Paper -

- 1. Cardboard boxes should neither be disposed off in the recyclable containers nor in the two big dumpsters.
- 2. Cardboard boxes should be collapsed and tied together (if many) and put outside next to the main dumpster.
- 3. Styrofoam or any other packaging material must be removed from the cardboard box before the cardboard box is collapsed.
- 4. Styrofoam or any other packaging material should be dumped in the large dumpster.

# <u> Trash Disposal – Bulk Furniture -</u>

1. All furniture or heavy items (bulk items) must be placed on Eastbourne Avenue on days and time designated by the city authorities and mentioned in the General Issues part of this document (page 2).

(note these days that the city carries bulk trash may change in the future so call the Long Branch Public Works department by calling 732.222.7000 if you are in doubt. These days when the bulk trash will be picked up can be checked on the calendar provided by the city of Long Branch or on line).

- 2. Bulk items placed on any other day or time will get Fine\*/s from the City of Long Branch. This fine can be \$1,000 + summons for the court appearance + cost of removal of the items by a third party or the city.
- 3. No bulk trash to be left within 10 feet of walkway entrance on Eastbourne Avenue on either side.
- 4. No trash to be left within 30 feet of the junction of Eastbourne Avenue with Westwood Avenue.

# <u> Trash Disposal – Electronic Trash –</u>

- 1. All electronic items including televisions and monitors must be disposed of at the Long Branch Public Works dump at Atlantic Avenue for free. Call them at 732.222.7000. They work Monday to Saturday.
- 2. Dumping televisions or monitors of any kind is prohibited anywhere on or around the property including the trash area or the bulk pick up area on Eastbourne Avenue

# <u> Trash Disposal – Paint Related Trash -</u>

- 1. Any cans or boxes with liquid paint in them shall not be dumped in the dumpsters. All such containers must be first emptied and lids removed before they are disposed. This is city requirement.
- 2. Cleaning including washing off any paint brush, trays, rollers etc. is not permitted anywhere in any of the Common Areas of the property.
- 3. Disposing floor varnish anywhere on the Common Areas of the Property is prohibited.
- 4. Disposal of any commercial activity related paint trash is prohibited anywhere on the Property.

# <u> Trash Disposal – Refrigerator -</u>

- 1. Refrigerator can only be dumped on Eastbourne Avenue on the designated day and time given by the city and not in or around the dumpster area.
- 2. To dump a refrigerator the door of the refrigerator should be first separated from the main refrigerator. This is a city requirement.
- 3. Refrigerator can also be dumped Monday to Saturday at 378 Atlantic Avenue, Long Branch Public Works Department dump for free Monday to Saturday.

# <u> Trash Disposal – Mattress -</u>

- 1. Mattress must be wrapped in plastic and sealed by tape before dumping. This is a city requirement.
- 2. Box spring must be wrapped in plastic and sealed by tape. This is a city requirement.
- 3. Mattress and Box spring can only be dumped on the Eastbourne Avenue on days and times assigned by the city of Long Branch and should not be left around the dumpster area or anywhere else on the Property for any length of time.

# <u> Trash Disposal – Commercial Trash -</u>

- 1. Dumping commercial trash of any kind anywhere on or around the Property is prohibited.
- 2. Dumping commercial trash of any kind at the dumpster area or in the dumpsters or anywhere else in or around the Property is prohibited.
- 3. Dumping construction related trash or material from work done on your apartment anywhere on or around the Property including on Eastbourne Avenue is prohibited.

#### <u> Trash Disposal – Car Related -</u>

- 1. Storage of any car batteries anywhere on the Property is prohibited.
- 2. Storage of tires of the car with or without the rim anywhere on the Property is prohibited.
- 3. Dumping of car batteries anywhere on or around the Property is prohibited.
- 4. Dumping of any kind of tires (car or bicycles) anywhere in or around the Property is prohibited.
- 5. Dumping of any tire/s on bulk disposal area on Eastbourne Avenue is prohibited.
- 6. Dumping of car battery/ies on Eastbourne Avenue is prohibited.

# <u> Trash Disposal – Medical Waste -</u>

1. For those using hypodermic needles (example – diabetics) State Law requires that used syringes be disposed of in in the proper container and not thrown in with the garbage and/or trash.

#### Vehicles on Association Grounds -

- 1. Maximum speed permitted for all vehicles on the Association driveway shall not exceed 5 miles an hour.
- 2. No vehicle should be stopped or parked in the driveway blocking the traffic at any time for any length of time by anyone.
- 3. Routine use of horn unless to avoid an emergency is not permitted. Call your ride using a cell phone and not by honking.
- 4. Use of Association as a thoroughfare is prohibited.
- 5. All vehicles must stop at all stop signs, if any, on the Property.
- 6. Playing loud music that may be considered nuisance by others from vehicles is not permitted.

# Parking Related Rules and Regulations -

- A. Word cars in the paragraph below represents all powered vehicles including but not limited to cars, trucks, motorcycles, SUVs.
- 1. Each unit is assigned one designated parking space.
- 2. Visitor parking is for visitors only at all times of day and night.
- 3. All vehicles parked at the Property must have a current valid registration.
- 4. All vehicles parked at the Property must be in operating condition.
- 5. Unlicensed and or unregistered vehicles will be towed at the owner's expense.
- 6. No cars are to be parked in another unit owner's parking spot without a written permission from the unit owner copy of which should be submitted to the Board by email or text.
- 7. Unit owner giving permission for another resident's car to be parked in his/her space will be responsible for the spot as if this car was his (will be Fine\*d for car leaking oil, cars not having number plate or cars not parked properly etc.)
- 8. Any car parked in your space without your permission must be immediately notified to the board.
- 9. Park your car properly. Car should not be parked on the line, crossing the line or crooked as it causes inconvenience to others to get in and out of their vehicles.
- 10. Cars leaking oil on the asphalt are not permitted anywhere on the Property for any length of time. In addition to Fine\*s for violation, such cars may be towed at the owner's cost. Additionally, cleaning cost for the asphalt and restoration and repair to asphalt will apply to the owner of the parking spot responsible.
- 11. No car shall be parked in the fire zone by anyone, at any time, for any length of time.
- 12. No car shall be parked in front of the dumpster area by anyone, anytime for any length of time.

- 13. No car shall be parked anywhere on the lawns by anyone at any time for any length of time.
- 14. No car shall be driven on any part of the flower bed at any time by anyone.
- 15. No car shall be driven on any part of the walkway (sidewalk) at any time by anyone.
- 16. No car repairs other than changing a flat shall take place anywhere on the Property.
- 17. Washing of any vehicle of any size is not permitted anywhere on the Property at any time.
- 18. Commercial vehicles of residents or owners cannot be parked in the visitor spots at any time unless actively serving a unit. They must clearly display on the dashboard the unit they are serving.
- 19. Large vehicles can only be parked in spaces allocated and cannot be parked in smaller spaces obstructing flow of traffic. Large spaces are next to the dumpsters and near the white fence. They are labelled CK to CQ and CR to CX and allotted to Unit Owners. If you have a space for a small vehicle and purchase a new vehicle that is large the parking space may be reassigned to prevent obstruction to traffic for others and for the fire department.
- 20. No honking of taxi or car horns unless to avoid an emergency. Be waiting when taxi or friends come to pick you up or communicate using the cellphone (mobile phone).
- 21. No loud music from the cars that can be considered a nuisance by others and disturbs the peace and quiet of the Association.
- 22. Trucks with exposed loose items in the back of the truck are not permitted to be parked on the Property unless serving a unit.
- 23. Repair of any kind other than replacement of a flat is not permitted anywhere on the Property.
- 24. All vehicles parked on the Property should be in good general condition.
- 25. A vehicle shall not be made to idle with the exhaust discharging in front of any unit window for any length of time.
- 26. Power charging by electricity of vehicle/s is not permitted on the Property at any time by anyone.
- 27. Running any electric cord through the common area/s is prohibited.
- 28. Connecting a vehicle to any Association electric power point (resource) is not permitted.
- 29. Driving on any area of the Property without a driving license or with an expired license is prohibited.
- 30. Parking area is to park cars, SUVs, bicycles, Motorcycles, medium sized truck only. Parking of ATVs, boats, trailers, campers etc. is prohibited.
- 31. Any car towed will have a \$25 administrative fee charged by the Association.
- 32. Vehicles shall not block entry or exit to the Property for any length of time.

#### Second Parking Spot Allocation -

- 1. First parking spot for each unit is free for all unit owners.
- 2. Any vehicle parked in the second parking spot needs to meet all the requirements of all association documents including the current Rules and Regulations, By-Laws and the Master Deed and their updates if any.
- 3. Application for the second spot can be made by completing form A8.
- 4. Only Unit Owner can apply for the second parking spot using form A8.
- 5. All applications received will be acknowledged by email or text.
- 6. Second parking spot will have a non-refundable application fee of \$100.
- 7. For second parking spot the unit owner will pay \$30 per parking spot per month. If paid for the whole year in advance this will be reduced to \$240 per year (\$120 discount on yearly payment from \$360 a year if paid month-to-month.). This fee may change in the future at the Board's discretion.

- 8. Fee for monthly payment for the second parking spot if paid month to month will be \$30 a month if the payment is done on a month-to-month basis. This fee may change in the future at the Board's discretion.
- 9. Fee for second parking spot if paying on a monthly basis is payable 14 days in advance.
- 10. Fee for yearly parking spots must be sent to the Association thirty (30) days in advance from the date the renewal is due or the second spot may be reallocated to someone else and you may not get the same spot back. No demand notice will be sent by the Association. Paying this fee for the second parking spot is your responsibility.
- 11. Second parking spot fee should be paid by a separate check stating "Second parking spot fee for Unit ...." in the 'Memo' area of the check.
- 12. If no fee is paid in advance the parking spot will be allotted to another unit owner and cannot be reclaimed by the owner who lost it.
- 13. Membership for the second parking spot can be canceled by giving a 30-day notice.
- 14. All communication to cancel the second parking spot must be in writing by using Buildium or text.
- 15. If requested, the membership will be canceled on the last day of the month.
- 16. Second parking spots will be allocated on first come basis.
- 17. Where the spot is allocated will be solely at the board's discretion.
- 18. The second parking spot can be changed by the board at any time (*for example to deal with emergency construction*). If the unit owner does not like the new spot allotted, he will be reimbursed the money prorated till the end of the previous month.
- 19. In an emergency (*spot is needed to store construction work related material*) situation the second parking spot can be canceled at any time at Board's sole discretion. In case of such cancellation, money for that month and the money paid during the preceding one month will be refunded to the unit owner.
- 20. The second spot allotted cannot be transferred, resold, sub-rented or re-rented to anyone else by the unit owner (or renter) who is allotted the spot.
- 21. In case of premature cancellation of the second parking spot charges will be applied at the rate of \$30 a month for the period the parking space was used and the remaining balance will be refunded. All calculations will be as if the spot has been used till the last day of the month.
- 22. Second parking spot can only be taken for the residents residing on the Property.
- **23.** Visitor parking spots are not parking spots for the second car of the resident and must be exclusively reserved at all times for visitors only. All others will be Fine\*d and towed.

# Commercial Vehicle Related Rules and Regulations -

- 1. Commercial vehicles shall not have any lose items in the back of an open truck.
- 2. Commercial vehicles shall not have a large ladder or similar object on the roof of the vehicle blocking the traffic.
- 3. Commercial vehicle shall not have any items protruding from them. Such vehicle needs to be parked on the street.
- 4. Commercial vehicles shall not store any hazardous, noxious or dangerous substance when parked at the Property.
- 5. Commercial vehicles shall not idle for long periods of time (over 15 minutes).
- 6. Commercial vehicles shall not be connected to any power outlet or source to recharge the batteries in cold weather.
- 7. No activity is permitted by any commercial vehicles that will increase the risk for higher insurance for the Association.

- 8. Speed limit for all commercial vehicles will be maximum of 5 (five) miles an hour when on the Property.
- 9. Dumping of any commercial waste by any commercial vehicle anywhere in the common areas including in the dumpsters, recycle bins or anywhere in the trash area including around dumpsters is prohibited.
- 10. Dumping of any commercial trash by any commercial vehicle on Eastbourne Avenue is prohibited.
- 11. "Commercial Vehicle Parking Policy" will need to be followed by all commercial vehicles or their ability to park at the Property may be revoked.

# Pet Related Rules and Regulations -

- A. Westwood Village is a pet friendly community. All pets on the property should be well cared for.
- 1. All existing policies as per the association documents will continue to be in force in reference to pets anywhere on the property.
- 2. Residents are permitted to have maximum of two pets per unit.
- 3. Each pet must be less than Twenty-five (25) pounds in weight.
- 4. All pets on the Property must be registered with the Association.
- 5. Not registering a pet is a violation and Fine\* will be imposed on a daily basis.
- 6. Each pet on the Property that is not registered with the Association will carry a daily Fine\* for each pet starting the day they moved on to the Property till the day that they are registered with the Association or leave the Property.
- 7. A pet will only be considered registered once all required attachments are submitted with the Pet Registration form A5. Pet registration can be done via Buildium, email or Certified Mail.
- 8. All Borough ordinances for inoculation and licensing of pets must be followed.
- 9. Dogs and cats must be inoculated and licensed in accordance to the law.
- 10. All pets on Property must have an annual medical check-up copy of which need to be submitted to the Association by email or certified letter ten days prior to the pet moving on to the Property.
- 11. All pet related medical check-up form, inoculation and vaccination forms must be submitted to the Association Annually within 15 days of the date of request when requested by the Board.
- 12. Only guests can have guest pets.
- 13. All Association Rules and Regulations apply to all guest pets at all times.
- 14. Pets on the property should not be aggressive.
- 15. Each additional pet above the limit of two for any given unit will carry a daily Fine for each pet till the day that the additional pet is removed from the Property.
- 16. All pets must be on leash at all times.
- 17. Leash for pet should not be more than eight (8) feet long.
- 18. When someone passes by pull the leash to make it shorter to avoid pet contact with the passer by.
- 19. Pets should not be permitted to be a threat to others in the Common Area.
- 20. All owners must pick-up after their pets.
- 21. Pets are not permitted in the flowerbeds or on the grass in the Common Areas.
- 22. Curb your dogs. (Curb your dog means that owners cannot allow their **pets** to soil buildings, nor can a dog make a nuisance of himself on the grass of the parkway or on the sidewalk, lawn or flowerbed.)
- 23. All dogs must be curbed and all solid waste must be cleaned up immediately by the owner or person who has custody of the pet.
- 24. The pets are not permitted to be walked more than two feet from the curb line onto the grass but always as close to the curb as possible and never in the planting beds. Pets are not permitted to relieve themselves in areas between the units, or in planting or grass areas, walkway, stairwells, stoop, landing, foyer areas of the Property.

- 25. Pets should not be permitted to pass urine on the grass or in flowerbeds.
- 26. Pets should not be permitted to defecate on the grass or in flowerbeds.
- 27. Pets should not be permitted to pass urine or defecate in front of the apartments. (see map Exhibit E).
- 28. Not picking up after the pet will lead to \$25 Fine\* per incidence and third-party cleaning costs.
- 29. Storage of dog poop bags anywhere in common elements including the stoop, walkways, outside the unit door, outside the common area door, in the flowerbed, on the lawn, in the ventilator shaft of crawl space is not permitted at any time by anyone. Dog poop bags must be closed properly and should be dumped in the dumpster or kept inside your apartment. Storing dog poop anywhere in the Common Areas attracts flies and is a health hazard. Fines will apply on a daily basis for any violations of pet poop policies.
- 30. Grass burn repair charges will apply to the unit owner if the resident's dog passes urine anywhere on the grass.
- 31. Each pet violating the Rules and Regulation and By Laws will be counted as a separate violation.
- 32. Any dog who has bitten before and is denied insurance coverage is not permitted at any time on the Property.
- 33. All pet owners must provide proof of insurance covering all damages to the Property and people by the pet. In absence of such insurance, the Unit Owner must submit an affidavit covering all injuries due to pets either via insurance or by themselves.
- 34. Commercial breeding, fighting, racing of pets is not permitted.
- 35. Vicious, exotic dangerous or unusual pets are not permitted.
- 36. No pet is permitted to be a substantial and / or repetitive nuisance to any owner, resident, guest or vendor.
- 37. Protected species are not permitted as pets.
- 38. All pets must be covered by insurance for any damage that they may cause to property or person/s. If there is no insurance the Unit Owner will be responsible and liable for all damages.
- 39. In case of controversy about pet/s the Unit Owner will provide an affidavit on Form A10. At its discretion the Association will then investigate the claim. If it turns out that the violation issued was incorrect the Unit Owner will not be charged any Fine\*s. If, however, it is proven that the violation was issued correctly the Unit Owner will be charged all investigative costs in reference to the violation. This is to minimize the cost of litigation for all parties.

#### <u>Attic –</u>

- 1. Storage of any material in the attic for any length of time is not permitted by anyone.
- 2. Unit owner will check if the attic fan is working or not at the beginning of each summer (In April-May) and inform the Association if it is not working so that the corrective measures can be taken.
- 3. Ensure that all vents including from the bathroom, kitchen and dryer vents (if any) are properly venting outside the attic and are in working condition. Unit Owner must fix the fans and exhausts that he is responsible for and those that are not venting outside or not working properly. Unit Owner must inform the Association to fix the fans and exhausts that the Association is responsible for and are not working properly.

# Non Festival-Related Decoration of Common Areas-

- 1. Decoration of common area/s by any unit owner or resident or their guest/s is not permitted anywhere on the Association with the exception of festival related decorations.
- 2. Festival related decorations shall follow rules and regulations for festival related decorations.

- 3. Any decoration from the Common Areas will be removed and discarded by the Association as trash and the unit owner or the resident will have no claim for losses if any as a result of throwing away the decorations as trash.
- 4. Painting of any common area by any unit owner or resident is prohibited.
- 5. Curtains in common area/s are a fire hazard and are prohibited.
- 6. Any temporary or permanent damage to the common area done by the unit owner or his renter or their families or guests or a vendor due to decorating the area will be corrected by the Association and unit owner charged for the corrective costs and Fine\*s for violation/s.

### Festival Related Decorations -

- 1. Any festival related decoration installed by the resident should not cause any damage to the Property.
- 2. Any festival related decoration installed by the resident should not increase the risk of fire.
- 3. Any festival related decoration should not increase risk for an accident including but not limited to a fall for any residents, guests and vendors at the Property.
- 4. Any decoration should not obstruct the view of the unit number or other information displayed in the common area, if any.
- 5. Festival related decorations must be removed within 7 days after the official end of festival.
- 6. Board reserves the right to remove any decoration from any Common Area at any time with or without giving any notice if it is deemed unsafe.
- 7. Unit Owner will need to remove any festival related decoration immediately on Board's request if deemed unsafe.
- 8. Perishable festival related decorations (example pumpkin) should not be permitted to rot.
- 9. Fine\* will apply on a daily basis for any items rotting in decorations for any amount of time. Third party cleaning charges will also apply.
- 10. Unit Owner or resident cannot seek cost reimbursement or any other damages if the board removed a decoration as it was deemed unsafe, offensive or if it was there for longer time than permitted.
- 11. Any damage caused by the decorations, cost of removal of the decorations if not removed in time will be charged to the Unit Owner.

#### Shrub, Flowerbed, Stones -

- 1. No person or vendor of a Unit Owner can work on any items in the common areas including shrub, plants, trees or grass to modify it in any way without the written permission from the Board of Trustees.
- 2. Unit Owner or residents cannot move plants etc. installed by the association without the written permission from the Board.
- 3. Unit Owner must take permission in advance for such work on the garden by completing form D4.
- 4. Unit Owner who maintains garden in front of his unit must keep it clean and well-trimmed. When the season is over, he must clean the area and remove all dead brush. If the area is not maintained well the permission for gardening may be revoked or not issued in the coming year or both.
- 5. If food item plants (tomato) are grown on the Property, the food grown must be removed time to time and not permitted to rot on the plant or the ground.
- 6. Throwing any plant related debris in any Common Area other than trash dumpsters or on Eastbourne Avenue is prohibited.
- 7. Playing with stones (kicking or throwing them etc.), or removing stones (from the area where they are installed / stored / put by the Association) by any resident, family member of the resident or guest is a

violation and will carry a separate Fine\* for each violation by each person involved. Cost of restoration will also be charged to the Unit Owner.

### **Guest Related Rules and Regulations –**

- 1. All guests must have another permanent address other than Westwood Village Condominium Association.
- 2. Anyone with the address 364 Westwood Avenue, Long Branch on any of the following documents may not be considered as guest but a permanent resident
  - a. Driver's licenses
  - b. Social security card
  - c. Any government documents
  - d. Insurance documents
- 3. All guests residing for more than 30 days in any given year on the Property must be registered with the association within 10 days of 30 days getting over by simply sending an email or text to the Association informing the name of the guest/guests. Each guest must be listed separately.
- 4. All guests of all residents must follow all Rules and Regulations, By Laws and Master Deed when anywhere on Property.
- 5. In case of controversy about number of guests or time they have stayed, the Unit Owner will provide an affidavit on Form A10. At its discretion the Association will then investigate the claim. If it turns out that the violation issued was incorrect the Unit Owner will not be charged any Fine\*s. If however, it is proven that the violation was issued correctly the Unit Owner will be charged all investigative costs in reference to the violation. This is to minimize the cost of litigation for all parties involved.

# Security Related Rules and Regulations -

- 1. Front doors and windows of common hallways are to be kept closed at all times, 24-hours a day, 7 days a week, in order to prevent rain or snow from collecting on the inside floor of the hallway and or damaging the wooden floor or the carpet next to the door or the window.
- 2. Front doors and windows of common hallways are to be kept closed 24-hours a day, 7 days a week and locked in order to prevent unwanted people and animals from entering the Common Area.
- 3. No resident or tenant may alter any lock or install a new lock on any of the Common Area doors of the Property including doors to the Crawl Space entrance and the Common Area access doors. In addition to violation Fine\*/s replacement cost for the lock will be charged the unit owner whose resident changed the lock on the common door.
- 4. If a resident cannot access the Common Area stairwell as a result of losing the key he was provided or if the common area key he has is not working; he should contact a locksmith to open the door for him. Any and all damages to Common Area door, insulation or any other Common Area property that is sustained due to forceful entry will be charged to the Unit Owner including the cost of restoration.
- 5. Use of credit card to swipe or any such device to open the door damages the lining protecting the door frame and is not permitted. In addition to Fine\* for violation all restoration costs will be charged to the Unit Owner.
- 6. Forcing the door open is prohibited. In addition to Fine\*s for violation all restoration costs will be charged to the Unit Owner.
- 7. Entering any Unit through the window is prohibited without the approval of the Board of Trustees.
- 8. Only Unit Owners are authorized to hire a vendor to do any sort of repairs anywhere in the unit.
- 9. Renters are not permitted to hire vendors independently without the knowledge of the unit owner.

- 10. Any contractor hired by a Unit Owner to work on your Unit must first check in with the Property Manager or the Board in order to gain access to maintenance areas. 10-day advance notice form D7 is required to be submitted for all non-emergency work on any unit.
- 11. Residents and vendors hired by the resident / Unit Owner are not permitted to enter any maintenance area such as boiler room, superintendent's office, Association Office, Storage room, maintenance shop etc. without the prior authorization by the Board of Trustees. Only authorized employees, repairman and other person authorized by the Property Manager or the Board shall be permitted in these areas for the limited time that the access is granted for.
- 12. Any damage caused to another unit/s or Common Area, caused by your contractor, will result in a Fine\* and all costs to restore the area to a state prior to the incidence that caused the damage to the Common area and other units affected.
- 13. Any glass (bottle etc.) broken even accidently must be completely cleaned from any Common Area immediately by the resident / guest responsible (resident or guest who broke it). Unit Owner will be responsible for cost to restore the area to the original state if not cleaned properly by the party that broke the glass item.

# Video Camera Policy Related Rules and Regulations -

- 1. Role of these cameras is only to help with enforcement of the Association's Rules and Regulations.
- 2. Cameras will only be placed in Common Areas.
- 3. Any Common Area anywhere on the Property may be under video recording at any time.
- 4. Cameras can be of any type, size or shape depending on the need for the situation to be recorded. What type of camera is used in the Common Area is at the Board's sole discretion.
- 5. Cameras will point to Common Areas only.
- 6. Cameras will not be monitored on a 24/7 basis.
- 7. Intermittent checks to monitor functioning of cameras by reviewing the clips from different cameras will be done.
- 8. Camera will record incidences and activity in their field of vision either on a continuous basis or triggered by activity basis.
- 9. Directors on the board will review the recording as needed.
- 10. To maintain privacy, no Unit Owner shall be provided access to the recorded video unless they are the defending party for a violation. Even in such circumstances the access will be limited to the time that the crime or violation occurred.
- 11. Association does not provide guarantee that all recordings will be made, with all cameras installed and at all times.
- 12. Law enforcement will be provided access to these recordings if requested officially within the time frame that the recording is available.
- 13. Notice indicating that the area may be under video recording will be displayed appropriately in the area or on the building as needed.
- 14. Cameras may be installed in any area where there are repeat violations.
- 15. Cameras may be installed in any area where there are complaints of violation/s.
- 16. Cameras may be installed in any area where there is repeat damage to Common Elements.
- 17. Cameras will be installed in areas about which there are complaints of violations including but not limited to property damage or overcrowding.
- 18. Cameras will be installed in areas about which there are repeat complaints of violations including but not limited to noise or overcrowding.
- 19. Board reserves the right to install the cameras anywhere in any common area/s.

20. Any damage to the cameras will be considered a violation and will carry a Fine\*. Additionally, cost of replacement and repair to restore the premises to before the damage was done will also be charged to the unit owner. Such Fine\* and all costs to restore the camera and to restore the area as close to as possible to the original will be added to the unit owner's bill. All costs associated with the recovery of such Fine\*s and costs will need to be paid by the unit owner.

# **Smoking Related Rules and Regulations-**

- 1. Smoking related rules apply to the all residents including owners, renters, family members, guests and vendors at any unit.
- 2. Effective January 31, 2019 all Common Areas of the Property are non-smoking areas. This is to protect other residents on the Property from hazards of second hand smoking.
- 3. Storing cigarette butts in any Common Area is not permitted. Cigarette butts must be either stored inside your unit or disposed in the large trash bins after extinguishing properly.
- 4. Use of any ashtray or devices to store cigarette butts anywhere in, on or around the Common Areas is prohibited.
- 5. Throwing cigarette butts anywhere in Common Areas including grassy areas, flower bed, walkway, parking lot, porch, stoop, stairs, landing area outside the common door, crawl space entrance, drains is not permitted. In addition of Fine for violation cleaning charges by a third party will apply.

#### <u> Appearance –</u>

- 1. No clothing, bed linens, laundry, signs, advertisements or the like are allowed to be displayed in front of or from any unit or anywhere on the grounds of Westwood Village with the state provided exemptions.
- 2. Distribution of commercial flyers is prohibited.
- 3. Any information flyers should be presented to the management for distribution.
- 4. No tenant or owner or guest shall burn, chop or cut anything on, over or above the Common Elements including the grassy areas.
- 5. Removal, transplantation or otherwise tampering by any resident, guest or vendor with foliage, plants or any vegetation natural, planted or stored by the Association anywhere on the Property is strictly prohibited.
- 6. Any action that decreases the aesthetic value of the Property is not permitted by anyone at any time.

# Satellite Dish / Cable installation Policy -

- A. Details referring to satellite installation are available as a separate document as part of the updated Master Deed and By-Laws of the Association.
- B. Prior written authorization is mandatory for any satellite dish installation.
- 1. The management must be notified at least ten (10) days in advance of any satellite dish installation.
- 2. A refundable fee of \$100 is required to be deposited with the association prior to any satellite dish installation. This fee will be returned once the satellite dish is removed and the area is restored to its original condition.
- 3. Satellite dish are not permitted on the roof, walls, walkways, front of door or in a place where they may obstruct flow of traffic or injure any passerby.
- 4. If satellite dish is installed on the Property incorrectly it will need to be reinstalled correctly by the resident's vendor. Area damaged due to wrong installation will be restored by the Association and the Unit Owner will be charged for restoring the area to its condition prior to the wrong installation.

- 5. Wires from satellite dish to the inside of the Unit must not run on the outside wall but through the crawl space and inside the unit. Unit Owner will need to correct the wrong installation at his/her cost.
- 6. Once the dish is installed please inform the management for post dish installation inspection.
- 7. No cable for installation of cable or dish can run on the outside wall.
- Permission from the Association must be submitted by completing and submitting 10-day notice form D7 prior to entry into the crawl space. This form is available in your Buildium account and can be submitted via Buildium or via a text message of the picture of the completed form.
- 9. All trash from installation must be removed, in full, from the crawl space and all Common Areas by the installer.
- 10. Satellite dish must be removed within ten (10) days of cancellation or termination of the agreement with the satellite company.
- 11. If the Satellite dish is not removed along with its pole attached within ten (10) days the Unit Owner will be charged \$25 per day till a date that this dish is removed by the resident / Unit Owner.
- 12. Area of ground from where satellite dish pole is removed from, must be restored to match the area around it by the resident/Unit Owner. No further notice will be given to meet this requirement. If the resident fails to meet this requirement the Association will restore the area from where the pole is removed to match the neighboring area and back charge the Unit Owner.

#### Laundry –

- 1. Laundry is open between the hours of 8 AM and 8 PM seven days a week.
- 2. Laundry is for Association owners, residents and their guests only.
- 3. Loitering in laundry is prohibited.
- 4. Littering in the laundry is prohibited.
- 5. Unauthorized access to the laundry is prohibited.
- 6. Leaving any clothes in the laundry with the purpose of donation is prohibited.
- 7. Leaving clothes in dryer overnight is prohibited.
- 8. Dumping non laundry trash in the laundry trash bin is prohibited.
- 9. If there is any problem with the laundry machines call the company to fix it. Their number is on the laundry wall.
- 10. If you lose money due to laundry machine malfunction call the company for refund.

#### Occupancy –

- A. Only units 70 to 79 and 84 to 91 are two bed-room units. All other units are one bed-room units.
- 1. No unit shall be occupied or resided in permanently by more than two persons per each bedroom with the exception of a child two years of age or younger.
- 2. Any additional person over the number permitted for that unit will be each a separate violation and will be Fine\*d accordingly.
- 3. In case of controversy about number of people living at a unit permanently, the Unit Owner will need to provide an affidavit on Form A10. At its discretion the Association will then investigate the claim. If it turns out that the violation issued was incorrect the Unit Owner will not be charged any Fine\*s. If however it is proven that the violation was issued correctly, the Unit Owner will be charged all investigative costs in reference to the violation. This is to minimize the cost of litigation for all parties involved.

# Flag/s on the Property –

- 1. Flags installed anywhere on the Property cannot be of derogatory nature.
- 2. A resident can only install flags in front of his own unit.
- 3. Owner of the unit whose resident installed the flag will be responsible for any legal challenges that may be submitted by any party in reference to the flag installed.
- 4. The flag should not be of excessive size. Maximum width permissible is 18 inches by 24 inches.
- 5. The flag if installed by the resident must be maintained in excellent condition at all times.
- 6. If an American flag is installed, it must be illuminated by an independent light source at night.
- 7. Poorly maintained flags will be removed and the owner Fine\*d for violation and removal costs and appropriate disposal costs.

#### Commercial Activity –

- 1. Paid or unpaid commercial activity is not permitted anywhere on the Association grounds.
- 2. No commercial activity of any kind is permitted by anyone, anytime, anywhere on the Property.
- 3. Use of Association resources for commercial activity is not permitted and the Unit Owner of the resident involved in such an activity will be charged for all excess utilization of resources, in full, in addition to violation Fine\*/s and legal costs, if any.

#### Air-conditioners –

- 1. Association must be informed prior to new installation / replacement of an air-conditioner using the 10day advance notice form D7.
- 2. All air conditioners units must be type specific for sleeve installation (thru the wall). Window types of units shall not be installed and will need to be removed and replaced at the owner's expense.
- 3. All air-conditioners must fit snugly into the sleeve.
- 4. All area around the unit must be properly insulated so that during the winter warm air does not leak from the area around the unit.
- 5. No window or wall units other than in the slots provided are permitted.
- 6. Use of towel, sheet or other flammable material around the air-conditioners is prohibited. They increase chances of fire.
- 7. Use of wood planks around the air conditioner is prohibited. They increase chances of fire and mold.
- 8. Use of wood planks or boards visible from the outside in place of the air conditioner is prohibited.
- 9. If there is no air-conditioner in the slot the slot should be properly covered using a metal sheet with or without design (available at home depot like stores). See Section E for Examples.
- 10. Air-conditioner sleeve must be maintained in good condition.
- 11. Air conditioner sleeve should be inclined outwards and should not be more than 6 to 8 inches outside the outer wall of the unit.
- 12. Air-conditioner must be tilted outside to ensure no water leaks between the layers of the wall.
- 13. Water should not drip from the air-conditioner on the brick wall.
- 14. Water should not drip from air-conditioner between the layers of the wall.
- 15. Water should not drip from the air-conditioner on the window sill of the lower unit.
- 16. Water should not drip into crawl space ventilator area from the air-conditioner.
- 17. Proper drainage from the air-conditioner must be installed.
- 18. After replacement old air-conditioners should not be left anywhere on the property and should be disposed per guidelines of the city of Long Branch or dumped at Long Branch Public Works dump for free (details on page 2 of this document).

# <u>Blinds –</u>

- 1. All units are required to have blinds or some covering in the windows.
- 2. Color of these blinds can only be white or beige.
- 3. Color curtains can be an inner layer inside these white or beige blinds or coverings.
- 4. All new replacement blinds need to follow this guideline.
- 5. Aluminum foil in place of a blind or curtain and showing from the outside is not permitted.
- 6. Non-String blinds that decrease chance of choking for young children are acceptable.

# <u> Bicycles –</u>

- 1. All bicycles must be kept either in bicycle stands installed by the Association or inside the unit.
- 2. There are two community bicycle stands in the parking lot of the Property.
- 3. Bicycles are not permitted anywhere else in the common grounds for any length of time.
- 4. Resting bicycle against the wall is prohibited.
- 5. Resting bicycle against the tree is prohibited.
- 6. Resting bicycle against the bush is prohibited.
- 7. Chaining bicycle to trees is prohibited.
- 8. Leaving or storing bicycles in the stairwell, landing or crawl space entrance area is prohibited.
- 9. Chaining the bicycle to a dish antenna pole is prohibited.
- 10. Repair work on bicycles except changing a flat is prohibited.
- 11. In addition to violation Fine\*s any damage to Common Element and cost of its restoration will be charged the Unit Owner.
- 12. Use of motorized vehicle (example scooter) for play purposes in any Common Areas including the walkways, parking, driveway is prohibited.
- 13. Use of motorized vehicles (including scooter) by any minor in any and all common areas is prohibited at all times.
- 14. Operation (use) of unlicensed and unregistered vehicle anywhere in Common Areas by anyone at any time is prohibited.

# Gardening in Common Areas Rules and Regulations -

- A. We are a green friendly community.
- 1. No resident can do any gardening or installation of plants including flowering plants without the permission of the Board of Trustees by Completing form D4.
- 2. Only unit owners can apply for the permit to do the gardening.
- 3. Illegal vegetables and plants that are not permitted to be grown by the city, county, state or Federal law cannot be grown on any part of the Property under this permit.
- 4. By October 15th all plants that were installed except the perennials must be removed from the area by the resident who installed them.
- 5. By October 15<sup>th</sup> the area must be restored to the original form before the gardening was done and must be cleaned of all debris and dead vegetation.
- 6. Areas may be allotted to Unit Owners to avoid overlap of responsibility.
- 7. Plants shall not be stored in any Common Area including the stairs or landing or crawl space entrance. They must be stored inside the unit by the Unit Owner or in the area provided to plant them outside.

- 8. No damage shall occur to the carpet or any Common Area during this activity. Any damage to the Common Area door, carpet, floor, closing mechanism will be restored by the Association and charged back to the Unit Owner.
- 9. Storage of any gardening related material like pots etc. in any Common Area (example stairs, crawl space entrance, landing, foyer) is not permitted.
- 10. Plants installed should not be too close to the edge of retaining walls, leaders, doors or the walls.
- 11. Plants installed should not block the free flow of rain water as it can cause flooding.
- 12. All vegetation should be 18 to 24 inches away from any and all walls of the Association. This is to maintain a vegetation free corridor next to all buildings for maintenance related jobs.
- 13. Plants on pot hangers must be removed as soon as these plants die.
- 14. Any vegetation installed by you should not be left for more than a week after it dies.
- 15. Plants and pots must be maintained in excellent general condition and well maintained at all times or will be removed and removal costs charged to the unit owner.
- 16. Empty pots with weed growing in them are not permitted and is a violation. Turn empty pots upside down to prevent growth of weeds and mosquito breeding.
- 17. Fruit or dead flowers, if any, on your plants should be removed and trimmed regularly.
- 18. Rotting fruits or vegetables on the ground or on the plant will lead to immediate termination of permission to do the gardening. All costs of cleaning the area will be recovered from the responsible Unit Owner for gardening for that area.
- 19. Any dead plants grown by you must be removed promptly.
- 20. Damaged pots for plants must be removed immediately.
- 21. Plants needing trimming and grown by the Unit Owner must be trimmed regularly.
- 22. Growing or keeping cactus or any such plants with large or sharp thorns by any resident in any common area is prohibited.
- 23. Association reserves the right to remove any plant/s that it deems dead, unsafe or in violation of Association Rules and Regulations. The person who planted them will have no right to any compensation whatsoever.
- 24. Association does not guarantee any protection to plants grown by the person from any third party and the planter will not be entitled to any compensation for damage to plants for whatever reason.
- 25. Hanging bird-feed or any other similar item/s obstructing free flow of traffic or vendors is not permitted.

#### Feeding Wildlife –

- 1. Feeding any wildlife is not permitted anywhere in or around (perimeter) of the Property by anyone and at any time.
- 2. Violators will be Fine\*d and cleaning costs by the third party for emergency cleaning will be charged to the unit owner.
- 3. Bird feeders are not permitted anywhere on the Property except for decoration purposes. They should remain empty of all food for wildlife at all times.
- 4. Bird feeders must not obstruct traffic or be in a position where they can hurt the vendors or other residents.

#### Misuse of Windows -

- 1. Exchange of any material through the windows unless for repair purposes by a vendor is prohibited.
- 2. Moving personal items during move in or move out through the window is prohibited.
- 3. Moving trash out of windows is not permitted.

- 4. Moving children in and out of the window is prohibited.
- 5. Adults going in and out of the window is prohibited.
- 6. Throwing cooked or uncooked food through the window is prohibited.
- 7. Throwing trash including but not limited to cigarette butts through the window is prohibited.

#### Trespassing –

- 1. Trespassing through the association is prohibited.
- 2. For each occurrence of trespassing a \$500 Fine\* will apply to all non-residents found trespassing illegally.
- 3. Additional fee and Fine\*/s may apply to restore the area if any damage is caused as a result of this activity.

#### Dumping -

- 1. Illegal dumping anywhere on the association Property or around it is prohibited.
- 2. Fine for violation will apply to residents of the Property separately, for each item, dumped illegally.
- 3. For each occurrence of dumping a Fine\* of \$500 will apply to all non-residents found dumping illegally.
- 4. Additional fee and Fine\*/s may apply to restore the area to the state prior to dumping.

#### Communication from Non-owners -

- 1. Only Unit Owners can call the Association with any issue/s including any and all maintenance issue/s, permit/s, letter/s etc.
- 2. A non-owner is the person who is not an owner and includes renters, guests, guests of the renter and family member of the owner who live on the property without the owner living on the property or who are not owners on the Deed of the Unit.
- 3. In a non-emergency situation, a non-owner (mostly tenant) can only communicate with the Unit Owner.
- 4. If the Unit Owner fails to respond and the tenant calls the Board of Trustees the owner may be Fined after finding out the reason for not responding to the tenant (it will be useful to provide tenants with two numbers to access the unit owner / his representative).
- 5. In a non-emergency situation, any tenant calling the Board or the Management directly without speaking with the Unit Owner will be a violation.
- 6. Any non-owner calling or contacting a member of the board outside office hours of 8 AM to 4 PM Monday to Friday or on the weekend or public holidays, unless to report an emergency, will be a violation.
- 7. Any non-owner (renter or guest) threatening any board member or the management team or vendor hired by the Association will be a violation and the Unit Owner may be asked to remove that individual from the property within 60 days.
- 8. Any renter interfering with the work of a board member or a management company agent or management company hired vendor will be a violation and the Unit Owner may be asked to remove that individual from the property within 60 days.

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