

## **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.

## **RULES AND REGULATIONS – 2019**

### **SECTION A – For Renters and Owners.**

#### **Common Area Related Rules and Regulations –**

1. 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.

#### **Maintenance Related issues –**

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.

### **Trash Disposal - General -**

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](http://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.

### **Trash Disposal – Perishable Trash –**

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.

### **Trash Disposal – Pizza Boxes –**

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.

### **Trash Disposal – Recyclable Bins -**

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.

### **Trash Disposal – Bulk Furniture -**

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.

### **Trash Disposal – Electronic Trash –**

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

### **Trash Disposal – Paint Related Trash -**

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.

### **Trash Disposal – Refrigerator -**

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.

### **Trash Disposal – Mattress -**

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.

### **Trash Disposal – Commercial Trash -**

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.

### **Trash Disposal – Car Related -**

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.

### **Trash Disposal – Medical Waste -**

1. For those using hypodermic needles (example – diabetics) State Law requires that used syringes be disposed of 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 loose 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.

### **Attic –**

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 accidentally 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.

### **Appearance –**

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.
8. 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 10-day 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).

### **Blinds –**

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.

### **Bicycles –**

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 Fined 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.**

## **SECTION B – For Unit Owners only.**

### **Unit Owner Responsibilities –**

1. Unit Owner must maintain the unit including all plumbing (including in bathroom and kitchen), windows, window frames, window screens, doors, jambs, door frame, door numbering in excellent condition at all times and shall make necessary repairs without waiting for the Association to ask him to make the repair. Neglecting timely repair/s to areas and items that the Unit Owner is responsible for is a violation.
2. If the Association notices any lack of maintenance or evidence of neglect or delay by a Unit Owner in making necessary repairs for which he is responsible Fine\*/s for neglect and damage to common element due to neglect, if any, will apply. Additionally, the Unit owner will be given the opportunity to address the issue within 10 days. If not repaired within the time frame provided a daily Fine\* will apply till such repairs are made and evidence of completed repair is submitted to the Board of trustees.
3. If the unit owner receives a demand for repairs notice from the Association the Unit Owner must complete that repair in time frame required and send to the association copy of the bill by the vendor showing that the requested repair has been completed. If this letter is not sent the Fine\*/s for violation will continue on a daily basis till a date that this letter is received by the Association.
4. Association will arrange for a post job completion inspection by a third party or by itself to ensure the job is done satisfactorily and all debris has been removed. If the job is not completed satisfactorily the Unit Owner will be responsible for third party inspection costs for all inspections after the first one (Association will pay for the first inspection). If the job is not completed satisfactorily the Association will ask the Unit Owner to correct the deficiencies within 10 days. Unit Owner will need to correct the deficiencies identified and resubmit the bill from the vendor showing that the deficiencies in the work has been corrected. In absence of such proof daily Fine\*/s will restart once the time period given to complete the updates to the repairs has expired and will continue till the date that such proof is submitted to the Association.
5. For purposes of repair each window and window screen is considered a separate item. Violation in each window or screen will be counted as a separate violation (different windows / screens may have different issues) and Fine\*d as such.

### **Change of Ownership Information –**

1. Whenever a unit is bought the new owner must provide copy of the Deed to the Association attached to form B5.
2. Any time there is ANY change in the ownership the Association must be informed in writing submitting a certified letter with copy of the new Deed attached to Form B5 within 10 days of the change of ownership and issuance of the Deed. This copy of the new Deed needs to be submitted via Certified Mail or by uploading in your Buildium Account. A daily Fine\* will apply after the 10<sup>th</sup> day till a date that this document is submitted. There will be no demand letter from the Association before the daily Fine\* starts as it is Unit Owner's responsibility to submit any changes in ownership to the Association.
3. The Deed for the unit must be provided to the Association on request within 14 days. If you do not have copy of the Deed the Association will obtain the same from Freehold Records office (Deed is open public information). If the Association has to purchase the copy of the Deed, the \$25 will be charged to the unit owner as the administrative fee to purchase the Deed from County Clerk's office in Freehold.
4. Not submitting change or modification of ownership information will be a violation starting 10 days after the change in ownership Deed was issued.



### **Delinquency Accounts Related Rules and Regulations –**

1. These Rules and Regulations are in addition to existing currently in Master Deed, By-Laws and their updates.
2. Late fee will apply to all charges due if not paid in time.
3. Any amount due in excess of \$100 will be charged a late fee up to \$25 per month.
4. Any amount due in excess of \$100 will be charged an interest of 7% per annum rate applied daily till such day that the dues are fully paid.
5. First letter of delinquency to collect dues will be sent on all amount delinquent for 30 days or more.
6. Second delinquency letter will be sent on all accounts delinquent for 45 days or more.
7. A lien will be placed on all amounts in excess of \$200 (two hundred dollars) at 60 days.
8. Foreclosure proceedings may be started for all amounts in excess of \$2,000 at 60 days.
9. As per By Laws of the Association all payments made will be applied to the earliest (longest standing) debt first.
10. All expenses made to recover the dues (debt) including legal costs will be charged back to the Unit Owner.

### **Doors –**

1. Unit doors must be of the grade required by the City and the State authorities.
2. All new doors of the unit/s shall be painted china or eggshell white.
3. Three types of doors that can be used are listed at the end of this document. Section E.
4. All new door replacement needs to follow this guideline 1 to 3.
5. Door to each unit must have unit number sign in 4-inch size letters either in black or gold colors.
6. Number locks are not permitted on any door/s including common area doors and individual unit doors.

### **Storm Door –**

1. Storm door should be either full glass or half glass and half net.
2. Sample storm doors are attached in the Section E.
3. Storm door must be maintained in excellent condition at all times by the Unit Owner.
4. Storm door is a Unit Owner responsibility.
5. Storm door can only be white in color.

### **Numbering on Unit Doors –**

1. Number on door indicating apartment numbers should be 4 inch in size.
2. Numbering can be black or gold colored only.
3. No other attachments or pictures are permitted on the unit door's surface towards the Common Area except during the festival decoration. In such situation/s all rules about the festival decorations must be followed.
4. Numbering of a unit or of Common Area door should not be hidden by any decoration.

### **Windows –**

1. Windows must have 2 x 3 grid in all windows between the two layers of glass.
2. Windows should have white PVC casing all around including the top margin. This casing should be about 2 to 4 inch deep and 2 to 4 inch wide. See Exhibit E.

3. Windows cannot be very dissimilar to other windows next door.
4. Planned window replacement must be reported to the association on the 10-day advance notice form D7.
5. Vendor who replaces windows must take all old windows back with him.
6. All window screens must be maintained in good condition at all times.
7. Dirty window screens are not permitted.
8. Damaged window screens are not permitted.
9. Windows must have some type of covering like blinds or shades.
10. Based on the need the caulking around windows to stop any leaks must be done every year before the winter and should be completed by the Unit Owner by October 1st.
11. Partially installed or repaired windows is a violation. Daily Fine\* will apply till the repair is completed.

### **Air-conditioner Sleeve –**

1. Air-conditioner sleeve must be tilting outside.
2. Air-conditioner sleeve must be maintained in excellent condition with no holes due to aging, rust or damage. These holes lead to water seeping between the inside and outside layers of the wall damaging it.
3. Window sleeve must be six (6) to 8 (eight) inches outside the wall.
4. Window sleeve must be painted green or grey.
5. Window sleeve must have a metal net on the back. See Section E.
6. Air-conditioner should not be projecting (coming) out of the window sleeve.
7. All new installation of window sleeves will need to follow these rules.
8. Based on the need the caulking around air conditioner sleeves shall be done to stop any leak of warm air. This caulking must be done by the Unit Owner every year by October 1 before the winter starts.

### **Air-Conditioner Covers During Winter –**

1. Air-conditioner slots are a major cause of heat loss from the units. To minimize heat loss (and therefore prevent heat waste related losses), between November 1 to March 31 the Association will install air-conditioner covers on the outside of the air-conditioner / air-conditioner sleeves. Such covers also help warm your apartment quickly and keep it warm for long times. They also prevent snow and ice depositing inside your air-conditioner prolonging its life. If you wish to not get these covers installed for any reason please inform the Association using Buildium or Text Message. If the covers are installed, you will not be able to use the air-conditioner during that period (November 1 to March 31). These covers can be uninstalled by the Association at request during this period.

### **Appliance Policy –**

1. All appliances that are defective must be immediately removed and replaced.
2. Only licensed and certified vendors can work on installing or removal of appliances.
3. Unit owner must inform the Association of any removal or replacement of appliance using the 10-Day Advance Notice Form D7.
4. All old appliances replaced must be taken away by the vendor and not left at any of the Common Areas of the Property including the dumpster area or on Eastbourne Avenue.
5. No appliances for commercial purposes shall be operated from any unit.

### **Dryer, Washer Rules and Regulations –**

1. Application must be made for installing a new washer and or dryer or both using 10-Day Advance Notice form D7.
2. Only a licensed and certified vendor can remove, install, repair or replace a washer and or dryer or both.
3. Certificate from a licensed vendor of cleaning of lint and service of the dryer vents must be provided within 30 days when requested by the Association. This inspection and cleaning of lint certification will be required every two years and is to minimize risk of lint fire in the building/s.

### **Crawl Space –**

1. There is no unauthorized access permitted to the crawl space/s for anyone without the permission from the Board of Trustees.
2. Please schedule an appointment with the management for any access needed by the cable, telephone, satellite or other outside installers and contractors using 10-day advance notice form D7.
3. Any damage caused to common area property (doors etc.) due to unauthorized access to the crawl space will be back charged to the Unit Owner in full.
4. A vendor is not to leave any trash in the crawl space.
5. Crawl space entrance must be free of any personal items or clutter or trash at all times.
6. Storing trash, personal items or clutter in crawl space for any length of time is not permitted.
7. Storage of any material including trash or cardboard boxes of packing of toys or electronics is not permitted in the crawl space access area or in the crawl space.
8. Storage of hazardous material anywhere on the property including the crawl space or the crawl space entrance area is not permitted.
9. Storage of any sharp items in the crawl space access area, crawl space or any Common Area of the Property is strictly prohibited.
10. Crawl space must be cleaned of all debris when the vendor finishes the work in the crawl space. The unit owner needs to request via text or Buildium the Association for the post work inspection by the Association to ensure all debris has been removed and crawl space restored as close to possible to its condition prior to the work that was done.

### **Access to unit –**

1. Unit Owners are responsible to arrange access to the unit whenever a repair is planned on Common Area items / issues where access to the unit may be required.
2. If the access is not available at the agreed upon time the Unit Owner will be charged all charges that the vendor charges the association for the visit.
3. If access to the unit is not provided the association will not make the repairs and the Unit Owner will be responsible for any and all damages and expenses due to lack of repair.

### **Inside the units –**

1. All units are required to maintain a minimum temperature of 50 degrees during the winter.
2. Any leaky faucets should be repaired or replaced immediately.
3. All alarms must be functioning in all units at all times.
4. Batteries in the fire alarm must be replaced regularly.
5. Carbon-monoxide alarms must be operational at all times.
6. Fire extinguisher must be maintained in good shape and checked yearly.

7. Any leaks in the ceiling due to leak in the plumbing in the unit upstairs must be reported to the unit upstairs immediately.
8. All leaks inside the unit must be fixed immediately.
9. All units need to make efforts to minimize heat loss during winter. Prior to start of winter all windows, doors and air-conditioning sleeves that need caulking must be caulked.
10. All air leaks resulting into drafts from windows or doors of the unit must be addressed every year by October 1st. If the leaks from around the windows or air-conditioners are detected by the Association during winter months (October 1 to April 30), the Association will get them fixed and charge the Unit Owner.

### **Renovations –**

1. All structural renovations must be notified to the Association using 10-day advance notice form D7.
2. All vendor related rules must be followed at all times.
3. Vendors should be given a copy of the rules relating to vendors before they agree to do the job on the property.
4. Vendor hired by a unit owner cannot work on any Common Area/s altering its shape or appearance or altering it without the written permission of the Management.
5. All renovation related trash must be taken away from the Property by the vendor.
6. Unit Owner is responsible to ensure that the vendor working in his unit is insured in the state of New Jersey. If not, the unit owner will be held liable for any and all damage/s as the result of the work done or damage caused by the vendor in the short and the long term to any Common Area or to any Unit on the Property.

### **Vendor Rules –**

1. Only Unit Owners can hire a vendor (not the renter or the guest) to work inside the unit.
2. If the renter hires a vendor Unit Owner approval is assumed.
3. Unit Owner is responsible for any and all damage caused directly or indirectly by the vendor (example - leaving the trash on the property or damaging grass or flowerbeds).
4. All vendors who come to the Association to work must be provided the copy of vendor responsibility sheet by the Unit Owner.
5. Vendors working on the property should be insured or the Unit Owner will be held liable for any and all short- and long-term damage/s caused to any other unit and or to the common element as a result of work by the vendor.
6. Vendors must work between the hours of 7 AM and 7 PM only.
7. Any job where there may be inconvenience to the neighbors must be informed to the association at least ten (10) days in advance using form D7 so that the other unit owners can be informed by the Association. This does not apply to emergency repairs.
8. Cutting tiles etc. in the Common Area including the landing, foyer, walkway is not permitted.
9. Cutting tiles etc. on the lawn is not permitted unless the lawn is covered properly by a thick sheet of plastic or cloth and all trash not dumped on the lawn but taken away from the Property by the vendor. Failure to do so will lead to Fine\* and all restoration costs passed to the Unit Owner.
10. Repair related trash cannot be left anywhere on the property including the common areas or the trash area.
11. Repair related trash cannot be left on Eastbourne Avenue or anywhere else on or around the property.

12. Cloth or plastic cover must be placed on the common area carpet when there is chance of carpet becoming dirty or damaged due to the repair. Failure to do so will lead to Fine\* and cost of repair and replacement of the carpet /floor damaged passed to the Unit Owner.

### **Budget –**

1. Budget needs to be presented in the month preceding the month when the financial year starts.
2. Financial year for the Property runs from January 1 to December 31.
3. The budget for the next year must be presented every December to the unit owners.

### **Elections –**

1. Elections should be held every year in May with the rain date of June. This is to prevent elections during very cold months that leads to low participation rate in the Annual Meeting.
2. Elections day should be a day between May 20th and May 31st every year. This is to prevent many Unit Owners becoming delinquent and unable to vote if say the election is held during the first week of the month when most unit owners have not paid their monthly dues.
3. Accordingly, all declaration of elections and mailing and ballot should be arranged.
4. Announcement of elections should go out accordingly every year.
5. Vote forms, proxy forms and bios of candidates should go out accordingly every year.
6. If elections cannot be held in May for any reason, they must be held on a date between June 20 to June 30.

### **Locks on Common Area and Unit Doors –**

1. No unit owner is permitted to replace the Common Area door lock. If there is an issue with the Common Area lock please email via Buildium or text the Association at 732.245.8723.
2. If you lost / forgot the key to the Common Area door please text as the unit owner. We will get the Common Area door opened for a nominal fee of \$20. This is based on availability of the vendor at that time. Do not damage the door using credit card or pushing the door as the Unit Owner will be responsible for all damages.
3. Effective July 15, 2019 numbered locks are not permitted anywhere on the property including access door to your unit.

### **Short Term Rental –**

1. Short term rentals renting the apartment for less than six (6) months are prohibited by the Association's governing documents.
2. Unit Owner will be responsible for all Fine\*/s, attorney fee, court costs if a Unit Owner is found to be giving short term rentals or summer rentals.
3. Each additional person living in a short-term rental situation will be considered a separate violation and Fine\*d separately per person per day till a date that the additional person/s living on short term rental basis leaves the property.

### **Storage Area on the Property –**

1. Association has area for storage that it rents out to Unit Owners.
2. Only Unit Owners can apply for such storage.
3. Storage area cannot be used to run a business.

4. Commercial material cannot be stored in the storage area.
5. Any illegal material cannot be stored in this storage area.
6. Any flammable material cannot be stored in the storage area.
7. Any material that has infestation say by bugs cannot be stored in the storage area. Unit Owner will be charged all remediation expenses if it is found that the stored material had bugs or pests like rodents etc.
8. All stored material must be covered by the unit owner's home insurance policy.
9. Association will not be responsible for any theft or damage to material stored in the storage area.
10. Only Unit Owner can complete form D5 that is mandatory to be filled at least 10 days prior to storage area will be needed.

### **Sale Rules for Seller –**

1. All Unit Owners intending to sell their units must inform the Association in writing via Buildium or email or text message at least 48 hours prior to informing their real estate agent about their intention to sell. In absence of such documentation no information will be released to a third party.
2. A \$350 deposit is needed to be submitted that will be used as follows -
  - a. \$100 will be refunded if the Association is informed within 12 hours of the sale details of the new owner by the seller including the name of the new buyer and his contact details. This can be done by text message to 732.245.8723. If the buyer information is not provided within 12 hours of sale this money will not be refunded. If the sale does not go through this money will be refunded.
  - b. \$100 for the Attorney letter if needed. If no letter is needed this fee will be paid back to the Unit Owner.
  - c. \$150 charges are for replying to the real estate agent with the information requested by email or phone. If no information is requested by the real estate agent this money will be refunded.
3. Only small lockbox is permitted to be put on the common area door.
4. Lockbox can only be installed after the Association has been informed of the intention to sell.
5. Just prior to the sale the Unit Owner selling must submit the following information at least ten days prior to closing.
  - a. Notification of the closing date
  - b. Buyer Name
  - c. Buyer contact details (phone number and email if any)
  - d. Closing Attorney contact information
  - e. Form signed by the potential buyer that he has received Association documents including the Rules and Regulations
6. Lockbox must be removed within 7 days of the unit being sold.
7. Closing statement fee is \$500 and is payable at the time of the sale. If the sale does not go through this fee will not be charged.

### **Sale Rules for the Buyer -**

1. Completed checklist for the new owner form
2. Completed Census form (8 forms).
3. Completed form about getting communication via email
4. Completed form about electronic voting

5. Tentative move in date, if possible
6. Move-in fee within 10 days of moving in
7. Copy of 'Deed' page one showing ownership - within 40 days of moving in. After that day a Fine\* of \$25 a day till a date that copy of Deed page 1 is submitted to show ownership.

### **Lease (Rent) Rules and Regulations –**

1. A lease is not required only if the resident in the unit is husband, wife, mother, father, son, daughter, brother, sister or in-law of the unit owner. All others will require to submit a copy of the lease.
2. A copy of the Association Census form must be submitted within 10 days of occupancy by all including husband, wife, mother, father, son, daughter, brother, sister or in-law of the unit owner if living at the unit permanently.
3. All unit owners intending to rent their units must inform the association in writing via Buildium or email or text message at least 48 hours prior to informing their real estate agent about their intention to rent.
4. Lockbox can only be installed after the Association has been informed of the intention to rent. Putting lock boxes without informing the Association is a violation and Fine\* will be charged on a daily basis.
5. Prior to the renter moves in, the Unit Owner renting the unit must submit the following information at least ten (10) days prior to start of lease date.
  - a. Copy of the lease
  - b. Completed new 'Renter Residency Form' – Form A2 and A3 – Information on this form must match certificate of occupancy issued by the city. All members who will be living at the address including all children of all ages must be listed. Personal information about children like name, age or gender is not needed by the Association.
  - c. Completed Vehicle Registration form
  - d. Completed Second Car Registration form
  - e. Completed Pet Registration form
  - f. Completed Dish Antenna form
  - g. Completed Certificate of occupancy from the City of Long Branch listing each and every member who will be living at the address. This form must include every member including children of all ages. This form must be obtained prior to the renter moving in. Both these are Fire Department requirements and must be followed by all Unit Owners. (Personal information about children like name, age or gender should be redacted before submitting the copy of the Certificate of Occupancy to the Association.). Copy of Certificate of Occupancy must be submitted to the Association at least ten days prior to the move-in date along with copy of the lease.
6. Within ten (10) days of the renter moving in the unit owner must submit –
  - a. Copy of the addendum to the lease
  - b. Move-in fee as in the addendum to lease. This fee is not a billed item so do not wait for the Association to bill you for that. Simply send move-in fee within 10 days of the move-in.
7. Only small lockbox is permitted as larger boxes damage the common area door lock.
8. Lockbox must be removed within 7 days of the unit being rented.

### **Move-Out Date –**

1. Date for move-out must be informed to the Association at least ten (10) working days in advance. The Association will arrange for the inspection of the common areas to have baseline reading. Any damage to common area during the move-out will be charged to the unit owner. If there is no damage nothing will be charged. If the move out date is not provided all damage to the common area will be assumed to have occurred during the move out. So, informing about the move-out date protects you as an owner.
2. All move-outs must be informed to the management using move-out form or submitting by text or email
  - a. unit number,
  - b. date of move-out and
  - c. name of the unit owner.
3. Unit Owners are responsible for all trash left behind by the unit renter who moved out.
4. Unit Owner is responsible for any damage done to the Common Areas while moving out.
5. Unit Owner is responsible for any trash left on Eastbourne Avenue or in the dumpster area in violation of the Association rules and regulations.
6. Unit Owner is responsible for any trash left on Eastbourne Avenue or in the dumpster area in violation of the City's rules and regulations.
- 7.

### **Move-in Date -**

1. Date for move-in must be informed the Association at least ten (10) working days in advance using 10-day Notice form D7. The Association will arrange for the inspection of the Common Areas to have baseline reading. Any damage to Common Area during the move-in will be charged to the Unit Owner. If there is no damage nothing will be charged. If the move-in date is not provided all damage to the Common Area will be assumed to have occurred during the move-in. So, informing about the move-in date protects you as an owner.
2. All move-ins must be informed to the management using move-in form or submitting by text or email
  - a. unit number,
  - b. date of move-in and
  - c. name of the unit owner.

### **Lockbox by Real Estate Agent –**

1. Seller or seller's real estate agent can only use small lock on the locks of common doors. This is to prevent damage to the lock by large real estate lockboxes.
2. Lockbox can only be put after the Association has been informed of intention to rent or sell using the correct form for intention to sale or rent.
3. Lockbox must be removed within 7 calendar days of the sale or rental of the property.

### **List of charges for providing documentation –**

1. Closing statement Fee - \$500 (Closing statement will include financial statement, closing form completed, Master Deed, By Laws, Updates to Master Deed and By Laws, latest rules and regulations, welcome package to new owner, package of all forms including new owner form). This fee is payable at the time of the closing.
2. Attorney letter - \$100 per letter issued by the attorney.



3. Mortgage company form completion fee - \$250 to \$500 depending on the complexity of the form and data requested. This fee needs to be paid by check or money order along with the mortgage form completion request.
4. Appraiser form completion fee for sale \$150. This fee is payable at the time of the closing.
5. Transfer of ownership fee - \$50
6. Appraiser form completion fee for refinancing \$150. This fee is payable by the owner of the unit refinancing the loan.
7. Change in ownership fee - \$50
8. Membership Fee \$500 (new buyer only)
9. Contribution to Capital Improvement Fund \$500 (new buyer only)
10. Master Deed, By Laws, Updates, Rules and Regulations \$150 (if not part of closing statement). Free is part of closing statement.
11. Financial statement for sale of unit \$100 (if not part of closing statement). Free if part of closing statement.
12. Tow related administrative fee \$25
13. Calls that turn out to be false alarm for issues that did not exist \$25 + all charges from the vendor.
14. Not available for vendor appointment \$25 administrative fee + all charges from the vendor
15. Loan form completion fee is \$250. This fee needs to be paid by check or money order along with the loan form completion.
16. Loan refinancing form completion fee is \$250. This fee needs to be paid by check or money order along with the loan form completion.
17. Storage Area rental fee \$25 per month paid in advance.
18. Second parking spot fee - \$100 for initial registration, \$35 a month, if bought for the whole year then \$20 a month. If leave early then fee will be prorated (Application fee for the Second parking spot is not refundable).
19. Sale related Deposit - \$350 to be paid by the Unit Owner selling the apartment. This fee will be used as follows and is to prevent other unit owners holding the bill for the seller –
  - a. \$100 of this fee is refundable if the association is informed of the name and contact details of the new buyer within 24 hours of the sale document being signed. This is to contact the new buyer in case of an emergency. If information is not provided by email or text message within 24 hours this fee will not be refunded.
  - b. \$100 for the Attorney letter if needed. If no letter is needed this fee will be paid back to the unit owner.
  - c. \$150 of this fee will be used to provide information to the real estate agent dealing with the sale of the property. If there is no real estate agent involved in the sale of the property this fee will be refunded after the sale.
20. Move in Fee - \$100 payable within 10 days of move in along with addendum to lease form.

## **Section C – For Unit Owners only.**

### **Various Forms –**

1. List of all forms and when they are due is attached in Section D.  
A copy of each form is attached in at the end in Section D.

### **Various Census Related Forms –**

1. Census must be done annually in the month of January every year.
2. Census must include ownership data, residency data, pet data, vehicle data.
3. Current census form must be submitted within 14 days of request by the Board / management.
4. Census form will consist of ten (10) forms listed below –
  - a. Ownership Form A1
  - b. Resident Registration Form for adult members A2-1
  - c. Resident Registration form for minors A2-2
  - d. Unit Occupancy Form (Unit is occupied by renter or owner) A3
  - e. Vehicle Registration Form A4
  - f. Pet Registration Form A5
  - g. Dish Antenna form A6
  - h. Washer Dryer Form A7
  - i. Second Parking Spot Application Form A8
  - j. Multiple Dwelling Information Form A9

### **Owner Registration Form – A1**

1. Ownership details for the apartment shall be provided on from A1.
2. All ownership data entered on this form must be exactly the same as on the Deed of the Property registered at County Clerk's office in Freehold.
3. If incorrect information is provided on this form, the form will be considered not having been submitted and Fine\* on a daily basis will apply from the date the form was supposed to have been submitted till the date that the correct form is submitted.

### **Resident Registration Form – A2-1 and A2-2**

1. All residency data must be correct and must include all residents including children of all ages.
2. Adults who live in the unit must be entered on form A2-2.
3. Children below 18 years of age must be entered on form A2-2 without giving their personal identifiable information for the child (names, initials, age, gender).
4. If inaccurate information is provided the form will be considered not having been submitted and Fine\* on a daily basis will apply from the date the form was due to have been submitted till the date that the correct form is submitted.

### **Unit Occupancy Form – A3**

1. Give details on this form if the unit is –
  - a. Owner occupied
  - b. Renter occupied
  - c. Used as winter rental

**Vehicle Registration form – A4**

1. Use form A4 to submit this information.
2. Form should be submitted by every new renter 10 days prior to moving in.
3. Form must be provided to the potential new buyer 10 days prior to the purchase of the unit as a part of welcome package.
4. Form should be submitted by every new owner at the time of the purchase of the unit if not submitted previously.
5. Form should be submitted by Unit Owner within 14 days of request by the Board of Trustees / Management.
6. New form needs to be submitted within 14 days of purchased of a new vehicle by the resident.

**Pet Registration Form – A5**

1. Submit this information using form A5.
2. This form must be submitted by all new renters 10 days prior to moving-in on the Property as a renter.
3. This form should be provided to the potential buyer 10 days prior to the date of closing as a part of the welcome package.
4. This form must be submitted by all new buyers at the time of sale of the unit if not submitted previously.
5. Form should be submitted by Unit Owner within 14 days of request by the Board of Trustees / Management.
6. All pet data must be correct or the form will be considered not having been submitted and Fine\*/s of \$25 per day applied starting the date the form was supposed to have been submitted till the date that the correct form is submitted.
7. All pet owners must have a pet insurance covering any and all damage caused by the pet. Copy of the insurance shall be submitted with the pet form. If the pet insurance is not available for the pet the unit owner of the unit will be responsible for all damage to person/s and property by that pet.
8. All pet forms must be accompanied by vaccination certificate and medical exam of the pet.
9. Pet form must be submitted within 14 days of acquiring new pets.
10. Pet Registration form will be considered not having been submitted if all attachments required are not submitted with it and all Fine\*/s from the day the form should have been submitted will apply on a daily basis. These Fine\*/s will continue till a date when the corrected form is submitted using Buildium or via Certified Mail.

**Dish Antenna Form – A6**

1. Use form A6 to submit this information ten (10) days prior to installation of the Dish antenna.
2. Unit Owners must submit this form within 14 days on request by the Board.
3. If incorrect information is provided on this form, the form will be considered not having been submitted and Fine on a daily basis will apply from the date the form was supposed to have been submitted till the date that this form is submitted.
4. A deposit of one hundred dollars (\$100) is required to be submitted with this form.
5. This deposit will be refunded if the dish is removed within 14 days of termination of the agreement / renter leaving the property; whichever one comes first.

**Washer Dryer Form – A7**

1. Use form A7 to submit this information.
2. Unit Owners must submit this form within 14 days on request by the Board.
3. All attachments required with this form must be submitted with the form or the form will be considered to not have been submitted.
4. If incorrect information is provided on this form or incomplete information is provided with the form or attachments required are not submitted, the form will be considered not having been submitted and Fine\* on a daily basis shall apply from the date the form was supposed to have been submitted till the date that this form is submitted to the Association by certified mail or scanned copy uploaded in Buildium program.

#### **Second Parking Space Application Form – A8**

1. Use form A8 to submit this information.
2. All new buyers must submit this form 10 days prior to moving in.
3. All Unit Owners must submit this form for new renters ten (10) days prior to move-in date on to the property as renters.
4. Unit Owners must submit this form within 14 days on request by the Board.

#### **Multiple Unit Ownership Form – A9**

1. This form must include all units owned by the owner at the property.
2. This information is needed to answer mortgage and insurance company questionnaire.
3. Unit Owners must submit this form within 14 days on request by the Board.
4. If incorrect information is provided on this form, the form will be considered not having been submitted and Fine\* per day will be applied from the date that the form was supposed to have been submitted till the date that the correct form is submitted to the Association.

#### **Affidavit form – A10**

1. Use form A10 to submit this information.
2. Purpose of this form is to resolve issues expeditiously.
3. Unit Owners must submit this form completed in original within fourteen (14) days on request by the Board by Certified mail.
4. If investigation by the agency / expert hired by the Association proves that the affidavit form submitted had incorrect statement by the owner and the violation was valid all charges related to the investigation, attorney fee, court fee and violation fee will be charged the unit owner. If the investigation shows that the violation issued was incorrect the Unit Owner will not be charged any Fine\*/s.

#### **New Owner Information Form – B1**

1. Form B1 to be submitted by email or picture in text to 732.245.8723 within 12 hours of the purchase of the unit. Form need to be submitted by the seller to get sell time escrow money of \$100 back. This information is needed to be able to contact the new owner in case of an emergency in the unit.

#### **New Owner Checklist Form – B2**

1. Use form B2 to submit checklist by the new owner.

2. This form must be submitted within 40 days of date of purchase of the property (Closing Date).
3. All items mentioned on the form must be submitted by that date (40 days from the closing date).

#### **New Renter Checklist form – B3**

1. Use form B3 to submit checklist by the new renter.
2. This form must be submitted within 15 days of date of renting of the apartment.
3. If this form completed is not submitted within 15 days daily Fine\* will apply till a date that the corrected and completed form is submitted.

#### **Change of Ownership Form – B4**

1. For transfer of ownership use form B4
2. Send this form along with copy of the first page of the Deed showing the new ownership
3. Send a check for \$50 in favor of Westwood Village Condominium Association, Inc as the processing fee.

#### **Form Submitting Copy of the Deed – B5**

1. Copy of the Deed need to be submitted by all new buyers by 40<sup>th</sup> day after the purchase of the property. This is to confirm ownership data.
2. This form must be submitted within 40 days of date of renting of the apartment.
3. If this form completed is not submitted within 40 days daily Fine\* will apply till a date that the corrected and completed form is submitted.

#### **Electronic Communication Acceptance form – C1**

1. This form is to be submitted by all new buyers at the time of the purchase of the unit.
2. This form also needs to be submitted by existing Unit Owners within 15 days of the request by the Board.

#### **Electronic Voting Authorization form – C2**

1. This form is to be submitted by all new buyers at the time of the purchase of the unit.
2. This form also needs to be submitted by existing Unit Owners within 15 days of the request by the Board.

#### **Intention to Sale Form – D1**

1. This form needs to be submitted by those Unit Owners who intend to start the process of selling their property in the next 30 days.
2. This form must be submitted at least three days prior to you informing your real estate agent.
3. In absence of this form no information will be released to the real estate agent.
4. Not submitting this form is a violation and the Unit Owner will be fined on a daily basis.

#### **Intention to Rent Form – D2**

1. This form needs to be submitted by all unit owners who want to start the process to rent their property over the next 30 days.

2. This form must be submitted at least three days prior to informing your real estate agent.
3. In absence of this form no information will be released to the real estate agent.
4. Not submitting this form is a violation and the Unit Owner will be Fine\*d on a daily basis.

### **Major Repair, Renovation, Installation Form – D3**

1. All major repairs like bathroom or kitchen structural renovation will need to be applied by the vendor who will be doing the job 30 days in advance using form D3. This form needs to be submitted by the Unit Owner to the Association at least 30 days in advance, prior to the repair.
2. Not submitting this form is a violation and the Unit Owner will be Fine\*d on a daily basis.

### **Permission for Gardening Form – D4**

1. All requests for gardening in common areas must be requested on form D4.
2. It is not permitted to do any gardening activity without taking the permission from the board by completing form D4 by April 20 of every year or at least 10 days in advance before the gardening is planned.
3. Not submitting this form is a violation and the Unit Owner will be Fine\*d on a daily basis

### **Dish Antenna Installation Request Form – D6**

1. All Dish antenna installation requests must be made using form D6 at least 10 days prior to the Dish installation.
2. A \$100 deposit must be made when submitting this form.
3. Dish installation can only be done on Monday and Wednesday.
4. A post dish installation inspection will be done to ensure installation has been done properly (no wires on the outside wall, dish not blocking passages, walkways, entry and exit).
5. The refundable deposit will be returned to the unit owner if the dish is removed within 10 days of the subscription to the Dish program ending or within 10 days of the renter moving out.

### **10-Day Advance Notice Form - D7**

1. 10-Day Advance Notice form must be submitted 10 days prior to move-in, move-out by all owners and renters.
2. 10-Day Advance notice form is also required for all non-major repairs on the unit including paint job, floor job etc. or any other job that will create noise or inconvenience to residents in the neighboring units and to monitor that the trash is disposed properly.

### **Receipt of the Welcome Package by the New / Existing Owner - E1**

1. To be given to all new buyers at closing of the property.
2. To be submitted completed by all new owners at the time of closing

### **Receipt of the Master Deed, By-Laws, Certificate of incorporation by the New / Existing Renter – E2**

1. To be submitted to all new potential buyers at 10 days prior to day of closing by the seller or his agent.
2. To be submitted completed by all new owners at the time of closing.
3. To be submitted within 14 days by all existing owners when requested by the Board of Trustees.

### **Receipt of the Rules and Regulations 2019 by the New / Existing Owner – E3**

1. To be submitted all new potential owners 10 days prior to the date of closing by the seller or his agent.
2. To be submitted completed by all new owners at the time of closing.
3. To be submitted within 14 days by all existing owners when requested by the Board of Trustees.

### **Receipt of the Welcome Package by the New / Existing Renter – E4**

1. To be given to all new renters at least ten (10) days prior to move-in date by the owner.
2. To be submitted from all new renters ten (10) days prior to move-in.
3. To be submitted completed fourteen (14) days by all existing owners when requested by the Board of Trustees.

### **Receipt of the Master Deed, By-Laws, Certificate of Incorporation by the New / Existing Renter – E5**

1. To be given to all new renters at least ten (10) days prior to move in.
2. To be submitted completed at least ten days prior to the renter moving in.
3. To be submitted within fourteen (14) days by all existing owners when requested by the Board of Trustees

### **Receipt of the Rules and Regulations 2019 by the New / Existing Renter – E6**

1. To be submitted all new renters at least ten (10) days prior to move-in.
2. To be submitted completed to the Association at least ten (10) days prior to the renter moving in.
3. To be submitted within fourteen (14) days by all existing renters when requested by the Board of Trustees

**List of Forms needed from the Seller owner – This is list of forms only.** For other details see elsewhere in this document and in other Association Documents.

1. Intention to sell form – At least 3 days prior to informing the real estate agent / putting sales info on line if selling without real estate agent
2. New owner has received copy of association documents form – 10 days prior to the closing date
3. New owner details form / surrendering ownership form – on the closing day within 12 hours of closing.

**List of Forms needed from the Buyer owner – This is list of forms only.** For other details see elsewhere in this document and other Association Documents.

1. New owner checklist form – At the time of the sale
2. All forms included in the new owner checklist form – At the time of the sale
3. Move-in form (with fee of \$100) – within ten days of move-in /sale
4. New Buyer information form – on the day of the sale
5. Welcome Package received by the new buyer – on the day of the Sale

**List of Forms needed from the Rental owner – This is list of forms only.** For other details see elsewhere in this document and in other Association Documents.

1. Intention to rent form – whenever property is put on market for rent.

2. Receipt that Renter welcome package received by the new coming renter – 10 days prior to the renter moving in.
3. Certificate of occupancy – 10 Days prior to the Renter moving in. ALL residents including children must be shown on this form or a Fine\* of \$25 per day per additional resident will apply.
4. Copy of the lease – 10 days prior to the renter moving in
5. Addendum to lease – within 10 days of the renter moving in
6. Renter move in fee – within 10 days of the renter moving in.

List of all forms and when they are due is attached in Section D.

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



## **Section D – For Unit Owners only.**

Various forms and when they are due.

Write Unit Number \_\_\_\_\_

Census Form – Form **A1**

## **Westwood Village Condominium Association, Inc. Owner Registration Form**

364 Westwood Avenue, Office, Long Branch, NJ 07740. Tel 732.245.8723. [westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)

Those unit owners who are on Buildium can submit the form by uploading at [wvlb.managebuilding.com](http://wvlb.managebuilding.com)

Property Address: \_\_\_\_\_

Mailing Address if different from Property Address: \_\_\_\_\_

Owner who will receive all paper mail (Name) \_\_\_\_\_

**Each owner must complete the information for his/her section in full. Forms with incorrect or incomplete information will lead to disqualification of the submitted form and a fine not exceeding \$25 per day starting 15<sup>th</sup> day from the date of mailing will be charged until a date that the corrected form is submitted.**

If a completed form is not received by us by the 14<sup>th</sup> day of the mailing/emailing, a fine not exceeding \$25 a day will apply until the day that the correctly completed form is submitted.

| Owner 1     | Owner 2     |
|-------------|-------------|
| Name:       | Name:       |
| Home tel #: | Home tel #: |
| Work tel #: | Work tel #: |
| Fax #:      | Fax #:      |
| Cell #:     | Cell #:     |
| Email:      | Email:      |
| Sign        | Sign        |

| Owner 3     | Owner 4     |
|-------------|-------------|
| Name:       | Name:       |
| Home tel #: | Home tel #: |
| Work tel #: | Work tel #: |
| Fax #:      | Fax #:      |
| Cell #:     | Cell #:     |
| Email:      | Email:      |
| Sign        | Sign        |

### **Details about the unit –**

Has this unit been rented for any amount of time during the past one year (answer yes or no) – \_\_\_\_\_

(Write “Yes” if the unit is being purchased for the purpose of renting it)

Unit has washer or dryer or both (answer yes or no) \_\_\_\_\_

Does the unit have homeowner insurance / renter insurance - \_\_\_\_\_

Write Unit Number \_\_\_\_\_

Census Form – Form **A2-1**

## **Westwood Village Condominium Association, Inc Resident Registration Form**

364 Westwood Avenue, Office, Long Branch, NJ 07740. Tel 732.245.8723. [westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)

Those on Buildium use wvlb.managebuilding.com to upload the completed form or email.

Property Address: \_\_\_\_\_

Mailing Address if different than Property Address: \_\_\_\_\_

**Must include all residents including ALL children of ALL ages (Separate form for those below 18 years of age).**

Date when moved in/plan to move in \_\_\_\_\_

Head of Household (Print Clearly) \_\_\_\_\_

**Note: CHILDREN BELOW 18 YEARS OF AGE SHOULD BE ENTERED ON A SEPARATE FORM and not here.**

| Resident 1 | Resident 2 |
|------------|------------|
| Name:      | Name:      |
| Home #:    | Home #:    |
| Work #:    | Work #:    |
| Fax #:     | Fax #:     |
| Cell #:    | Cell #:    |
| Email:     | Email:     |

| Resident 3 | Resident 4 |
|------------|------------|
| Name:      | Name:      |
| Home #:    | Home #:    |
| Work #:    | Work #:    |
| Fax #:     | Fax #:     |
| Cell #:    | Cell #:    |
| Email:     | Email:     |

Use additional form if more than four persons live at the address.

Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ email \_\_\_\_\_

1. Completed form must be returned within 14 days of mailing/email or a late fee of \$25 per day will apply.
2. I (we) certify that the information contained in this registration form is correct to the best of my (our) Knowledge.
3. **Providing inaccurate information will result in disqualification of this form and fines of \$25 per day starting on the 15<sup>th</sup> day after this form is mailed/emailed till a date that a corrected form is submitted. Feel free to scan and upload the form in your Buildium account. Feel free to return by uploading on your Buildium page.**

\_\_\_\_\_  
Signature Owner 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Owner 2

\_\_\_\_\_  
Date

**Westwood Village Condominium Association, Inc Resident Registration Form**  
**Continued -**

**THIS SECTION OF FORM TO ENTER INFORMATION**  
**FOR MINORS ONLY**

**Only those born after 01/01/1999 should be entered on this part of the form.**

**All minors of all ages born after 01/01/1999 should be included.**

**- Please Note –**

- 1. If there are no minor leave the following table blank**
- 2. Name/s of minor/s is NOT required.**
- 3. Initial/s for minor/s is NOT required**
- 4. Simply put a check mark in the correct square**
- 5. Each minor must be listed in a separate line**

| Child   | Below two<br>years of age | 3 to 18 years of<br>age |
|---------|---------------------------|-------------------------|
| Minor 1 |                           |                         |
| Minor 2 |                           |                         |
| Minor 3 |                           |                         |
| Minor 4 |                           |                         |

*(Leave the following line blank if unit is not rented)*

---

**Signature of Head of Renter Family**

**Name of head of renter family**

**Date**

- 1. Completed form must be returned BY THE OWNER within 14 days of mailing/email / new renter moving in or a late fee of \$25 per day may apply.**
- 2. I (we) certify that the information contained in this registration form is correct to the best of my (our) Knowledge.**
- 3. Providing inaccurate information will result in disqualification of this form and fines of \$25 per day starting on the 15<sup>th</sup> day after this form is mailed/emailed till a date that a corrected form is submitted. Feel free to scan and upload the form in your Buildium account. Feel free to return by uploading on your Buildium page.**

**(Owner must sign below and return this form)**

---

**Signature of Owner**

**Name of Owner**

**Date**

**Westwood Village Condominium Association, Inc. Unit Occupancy Form**

364 Westwood Avenue, Office, Long Branch, NJ 07740 Tel: 732.245.8723

[westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)

Please complete the following form. It is needed to submit information for FHA Mortgage Insurance Guarantee Application.

Check one box.

☐

This unit is owner occupied.

☐

This unit is used as a winter rental.

☐

This unit is renter occupied.

☐

This unit is 'Investor owned'. Name of the investor/ company is \_\_\_\_\_

If investor owned write the unit numbers of all units owned by the investor / investment company \_\_\_\_\_

1. I understand that the units cannot be rented for short term lease for less than 6-month period.
2. If there are any changes in the status of use of my unit, I will inform you by submitting a new form by certified mail.
3. I understand that if I provide incorrect information, a fine of \$25 a day starting from day 15 of issuing / mailing this form till a day that correct form is submitted will apply. Maximum fine not to exceed \$5000.

Submit by mail, email or upload on your page in Buildium by logging in at [wvlb.mangebuilding.com](http://wvlb.mangebuilding.com)

\_\_\_\_\_  
Unit Owner signature

\_\_\_\_\_  
Unit Owner Name

\_\_\_\_\_  
Date

Write Unit Number \_\_\_\_\_

Census Form – Form **A4**

**Westwood Village Condominium Association, Inc. Vehicle Registration Form**

364 Westwood Avenue, Office, Long Branch, NJ 07740 Tel 732.245.8723 [westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)

**Property Address:** \_\_\_\_\_

**Mailing Address if different from Property Address:** \_\_\_\_\_

| Vehicle 1               | Vehicle 2 if any       |
|-------------------------|------------------------|
| Make:                   | Name:                  |
| Model:                  | Model:                 |
| Color:                  | Color:                 |
| Commercial: (yes or no) | Commercial (yes or no) |
| License plate number    | License plate number   |
| Car/truck/minivan -     | Car/truck/minivan -    |
|                         |                        |

| Vehicle 3 if any        | Vehicle 4 if any       |
|-------------------------|------------------------|
| Make:                   | Name:                  |
| Model:                  | Model:                 |
| Color:                  | Color:                 |
| Commercial: (yes or no) | Commercial (yes or no) |
| License plate number    | License plate number   |
| Car/truck/minivan -     | Car/truck/minivan -    |
|                         |                        |

Do you need a second parking spot (Answer yes or no) \_\_\_\_\_

1. Complete the form and return it to reach the association within 14 days of mailing/emailing of this form to you.
2. Correct information needs to be provided for ALL vehicles. If incorrect information is provided the form will be considered to not having been submitted and a fine of \$25 per day will apply starting 15 days after the form is issued until a date when the correct form is submitted. Maximum fine not to exceed \$5000.
3. If there is a change in vehicle status (sold or new one bought) the association must be informed within 10 days of the purchase of the new vehicle.
4. Copy of registration FOR EACH VEHICLE need to be submitted with the form.
5. Feel free to upload the form in your Buildium account at [wvlb.managebuilding.com](http://wvlb.managebuilding.com)

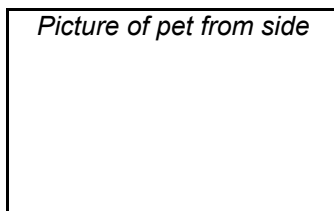
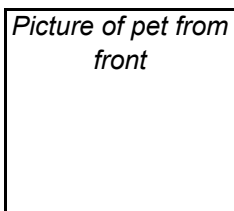
\_\_\_\_\_  
Sign and Date by unit owner

\_\_\_\_\_  
Sign and date by renter head of household– if rented

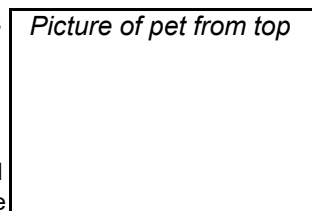
**WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION**

**This form must be completed by the Unit Owner and returned to 364 Westwood Avenue, Office, Long Branch, NJ 07740 westwoodlongbranch@outlook.com**

- 1 **THIS FORM MUST BE COMPLETED EVEN IF YOU DO NOT HAVE A PET. If you do not have a pet go to the bottom of the page, check box 1, sign it and send it.**
- 2 If the form is not received within 14 days of mailing/emailing this form a late fee of \$25 per day per pet not registered will be charged.
- 3 If incorrect or incomplete information is provided on this form this form will be considered null and void and you will be charged \$25 a day from the day this form was submitted
- 4 Use a separate form for each pet. So if you have two dogs use two forms. Use one form for birds, fish, small pets if they are total less than 25 (twenty five) pounds in weight.
- 5 Pictures are required to attach fines against the unit that the pet belongs to. In lieu of submitting printed pictures please send the pictures to awlb@outlook.com or upload to your Buildium account. Do not forget to write the unit number in the email with name of the owner.
- 6 **FORMS WITHOUT PICTURES ATTACHED OR EMAILED WILL BE CONSIDERED INCOMPLETE AND REJECTED LEADING TO FINE OF \$25 DAILY FROM THE LAST DAY FOR SUBMISSION OF THIS FORM**



Feel free to send pics by email to awlb@outlook.com along with unit number and unit owner's name instead of attaching them here



**Pet type**  
(dog/cat/frog/turtle/ ...)

**Pet color**

**Pet weight in pounds**

**Pet Breed if known**

**Pet vaccination certificate as required is attached**

*Say yes if attached, no if not*

**Pet medical exam certificate**

*say yes if attached, no if not*

box  
1

I / my renter do not currently have a pet but will inform the association within 1 week if I / my renter ever acquire a pet to live at Westwood Village. I understand failure to do so will attract a fine of \$25 a day since the day the pet was acquired.

box  
2

I / my renter have a pet and information is provided above. If I ever change this pet or acquire a new pet I will inform the association within 2 weeks of acquiring the new pet. I understand failure to do so will lead to a fine of \$25 a day since the day the pet was acquired. I also understand I have to use one form for each pet that I / my renter has on property or I will be fined \$25 a day since the day I failed to provide the information.

(All owners with pets in the unit must check this box). My home insurance covers all injuries caused by the pet to any property or person. In absence of insurance I will cover all damages personally.

\_\_\_\_\_  
Signature of Unit Owner

\_\_\_\_\_  
Unit Owner's Name and date

**Westwood Village Condominium Association, Inc. Dish Antenna Form**364 Westwood Avenue, Office, Long Branch, NJ 07740. Tel 732.245.8723 [westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)

Those on Buildium use wvlb.managebuilding.com to upload the completed form or email

Please return the completed form within 14 days of this mailing/emailing. If completed form is not submitted, a late fee of \$25 per day may apply. Forms with inaccurate information or incomplete information will be considered not having been submitted and late fee will apply starting day 15 after the mailing.

All unit owners are required to complete and submit this form.

☐

The unit does not have a dish antenna.

☐

The unit has a dish antenna. I have marked the dish on the pole with my unit number by felt pen.

Dish antenna company .....

Location of the dish .....

Attach a picture .....

1. I understand that if I do not have a dish antenna and would have one at a later date I will take association permission before I install the new antenna.
2. I understand that if I have a dish antenna, I will remove it along with the pole when I leave the association as owner/renter or I leave using dish antenna services.
3. I understand that if I remove my dish antenna, I will leave the ground in the same condition as the ground around it (no ditch, grass for grass area, mulch for mulch area).
4. I understand I cannot dispose off dish antenna or its pole at the association's trash area.
5. I Understand I cannot have a dish antenna on the wall, roof or the chimney.
6. I understand that the dish antenna needs to be at least 20 feet away from the entry door.
7. I understand that I if have a dish antenna and did not mark it and report it to the association; it will be removed along with other redundant antennas and I will not hold association responsible for that removal or any loss I suffer as a result of that removal.

|                               |             |        |        |
|-------------------------------|-------------|--------|--------|
| Signature of unit owner       |             |        |        |
|                               | (Signature) | (Name) | (Date) |
| Signature of renter if rented |             |        |        |
|                               | (Signature) | (Name) | (Date) |



**Westwood Village Condominium Association, Inc. Washer Dryer Form**

364 Westwood Avenue, Office, Long Branch, NJ 07740 Tel: 732.245.8723

[westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)Check one box.☐

This unit neither has a washer or a dryer.

☐

This unit has a washer and or a dryer or a combination of some sort (single unit washer dryer).

1. I understand that if I provide incorrect information, I will be charged \$25 a day from the day that this form was supposed to have been submitted.
2. I understand I will be responsible for any and all damage caused by my washer/dryer if I do not submit the form or provide inaccurate information.
3. I understand that if I do not have a washer or and dryer now, I will inform the association before I install one.
4. I understand that if I have a washer and or dryer and if I replace either or both of them, I will inform the association at least ten days in advance through Buildium email or via a certified letter.
5. I understand that I will be charged \$25 per day if I provide incorrect information. The fine will start 15 days after the form was issued/mailed/emailed and will continue till a date that correct information is provided to the Association.

Submit by mail, email or upload on your page in Buildium by logging in at [wvlb.mangebuilding.com](http://wvlb.mangebuilding.com)

\_\_\_\_\_  
Unit Owner signature\_\_\_\_\_  
Unit Owner Name\_\_\_\_\_  
Date

Write Unit Number \_\_\_\_\_

Form **A8**

**Westwood Village Condominium Association, Inc.**

**Second Parking Spot Request form**

364 Westwood Avenue, Office, Long Branch, NJ 07740 Tel: 732.245.8723 [westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)

This form must be submitted at least 7 days in advance of the sale becoming active.

All unit owners are required to submit this form.

All rental unit owners must submit this form whenever a renter changes.

Attn: Board of Trustees

Name of the Unit Owner \_\_\_\_\_

☐

I/my renter does not need a second parking spot.

☐

I/my renter needs a second parking spot and a check / money order for \$340 (one year fee of \$240 + application fee of \$100) is attached.

I understand that –

1. Board reserves the right to allot the second parking spot.
2. Board reserves the right to change the second parking space at any time by giving 48 hour notice
3. In urgent situations the board reserves the right to change the location of the second parking spot immediately
4. If I do not like the second parking spot allocated or modified, I will let the board know within 48 hours and will get the remaining balance prorated credited to me for the remainder of the year.
5. One-year subscription is not refundable.
6. Me or residents in my unit cannot park in other unit owner's spots without their authorization.
7. Cars parked in other unit owner's spaces without their permission will be fined \$25 a day.
8. Cars parked in Fire zone will be reported to the police and fined \$25 per violation.
9. Guest parking spots are for guests only. Any resident parking in those spots will be fined \$25.

Submit by mail, email or upload on your page in Buildium by logging in at [wvlb.mangebuilding.com](http://wvlb.mangebuilding.com)

\_\_\_\_\_  
Unit Owner signature

\_\_\_\_\_  
Unit Owner Name

\_\_\_\_\_  
Date

**AFFIDAVIT**

Given by Owner (Full name) ..... \*

Unit number ..... \*

Address for the property for which affidavit is given –

Unit number ..... \*

Westwood Village Condominium Association, Inc.

364 Westwood Avenue, Office, Long branch, NJ 07740

\_\_\_\_\_  
I, owner of above referenced unit, deny the violation attached.

I understand that if the Association investigates the issue and the results prove that my statement was incorrect and there indeed was a violation referenced on the violation sheet attached, I agree to pay all charges for such investigation, legal and attorney costs as spent by the Association to prove the overcrowding.

If the investigation by the Association proves that my statement was correct and there was no violation, I will not be charged anything and the violation removed from my record.

Attached –

- 1. Copy of violation notice
- 2. Evidence in support of my statement ..... pages \*

..... \*

..... \*

Signature of the Owner

Date

..... (notary seal and signature..... (6)

Write Unit Number \_\_\_\_\_

Form **B1**

**Westwood Village Condominium Association, Inc. Details of the New Buyer Form**

364 Westwood Avenue, Office, Long Branch, NJ 07740 Tel: 732.245.8723 [westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)

**This form must be submitted at least 7 days in advance of the sale becoming active.**

You are required to submit this form as soon as the sale is finalized. This is to ensure that the association can reach the new buyer in case an emergency arises during this time of transition.

Attn: Board of Trustees

Please be informed the details of the new buyer for my unit.

Name of the new buyer/s \_\_\_\_\_

New buyer is an investor (answer yes or no) \_\_\_\_\_

Address of the new buyer \_\_\_\_\_

Telephone number/s of the new buyer

(Home) \_\_\_\_\_

(Cell) \_\_\_\_\_

Emergency contact name and number for the new buyer \_\_\_\_\_

Email address for the ne buyer/s \_\_\_\_\_

Submit by mail, email or upload on your page in Buildium by logging in at [wvlb.mangebuilding.com](http://wvlb.mangebuilding.com)

**This form must be submitted within 24 hours of the sale of the unit to ensure the Association has an emergency contact available for the unit. Fine of \$25 a day from the date of the sale will apply if the form is not submitted in time till a date that this form is submitted.**

Incomplete forms will be rejected and the fine of \$25 a day will apply from the date of the sale.

\_\_\_\_\_  
Unit Owner signature

\_\_\_\_\_  
Unit Owner Name

\_\_\_\_\_  
Date

WRITE UNIT NUMBER \_\_\_\_\_

New Owner Checklist Form **B2**

**Westwood Village Condominium Association, Inc. New Owner Checklist Form**

**364 Westwood Avenue, Office, Long Branch, NJ 07740 Tel 732.245.8723. [westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)  
[wvlb.managebuilding.com](http://wvlb.managebuilding.com)**

All new buyers are required to submit all these forms within 30 days of buying the property. A fine of \$25 a day per form not submitted will apply starting day 31 and will continue till this completed form is submitted.

Wrong information provided on this form will be considered as this form not having been submitted and a daily fine of \$25 starting day 30 since the date of mailing/emailing / providing to unit owner this form will apply till such date that a corrected form is submitted.

Submitted

Not Submitted

☐☐

Copy of first page of the deed to show ownership

☐☐

Ownership form. Form A1

☐☐

Resident details form - Form A2

☐☐

Rental unit registration form - Form A3

☐☐

Vehicle information form - Form A4

☐☐

Pet Information Form- Form A5

☐☐

Dish Antenna Information form - Form A6

☐☐

Dryer and Washer information form - Form A7

☐☐

Consent to receive electronic communication form - Form C1

☐☐

Consent for electronic voting Form C2

☐☐

Second Parking space request form Form A8

☐☐

New Owner Checklist Form - Form B2 (This form)

☐☐

Copy of Insurance Certificate for the unit if available

If you are not submitting any of these forms please give a brief explanation. Feel free to add a sheet if needed.

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Unit Owner

\_\_\_\_\_  
Date

Write Unit Number \_\_\_\_\_

Form **B3****Westwood Village Condominium Association, Inc. New Renter Checklist Form**364 Westwood Avenue, Office, Long Branch, NJ 07740 Tel: 732.245.8723 [westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)

Type of Unit – One bedroom or Two bedroom - \_\_\_\_\_

Is this unit rented (Yes or No) \_\_\_\_\_ If the answer is 'No' do not fill the form any further and go to the bottom of the page and sign and return this form.

**If the answer is 'Yes'** – The following form must be completed by all Unit Owners who get a new renter within 14 calendar days of the renter moving in. Any delay in submitting this form will attract a late fee of \$25 per day. This fee will be in addition to fines for delay in submitting individual forms. There will be no additional notification to submit this or any of the following forms as required. Fill one form per unit and submit. Check mark to indicate if you have submitted this information or not for this unit's renter.

**A NEW FORM NEED TO BE SUBMITTED EVERY TIME THE UNIT IS RENTED TO A NEW RENTER.**

| Submitted                | Not Submitted            | Information required   |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Certificate of occupancy issued by City of Long Branch including ALL residents |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of the Lease signed by the owner and the renter                           |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Addendum to lease signed by the owner and the renter                   |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Fire inspection report   |
| <input type="checkbox"/> | <input type="checkbox"/> | Move in fee of \$100 (a hundred dollars) as per addendum to the lease          |
| <input type="checkbox"/> | <input type="checkbox"/> | Census Form – Resident Information Form A2                                     |
| <input type="checkbox"/> | <input type="checkbox"/> | Census Form – Vehicle information form A4                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | Census Form – Pet information form A5  |
| <input type="checkbox"/> | <input type="checkbox"/> | Census Form – Dish Antenna Form A6   |
| <input type="checkbox"/> | <input type="checkbox"/> | Second parking space request form A8   |
| <input type="checkbox"/> | <input type="checkbox"/> | Introductory package receipt form signed by the new renter E4                  |
| <input type="checkbox"/> | <input type="checkbox"/> | Signed copy of having received Rules and Regulations Form E6                   |

Submit by mail, email or upload on your page in Buildium by logging in at [wvlb.mangebuilding.com](http://wvlb.mangebuilding.com)\_\_\_\_\_  
Unit Owner signature\_\_\_\_\_  
Unit Owner Name\_\_\_\_\_  
Date

# **AFFIDAVIT – Change of Ownership**

Given by Owner (Full name) ..... \*

Unit number ..... \*

Address for the property for which affidavit is given –

Unit number ..... \*

Westwood Village Condominium Association, Inc.

364 Westwood Avenue, Office, Long Branch, NJ 07740

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Please find following change in ownership of this unit. (Attach a separate sheet if needed to include all changes. These changes are based on changes made in the County Clerk's office in Freehold and copy of the document issued by that office is attached.

New Owner / address

.....  
.....  
.....

Old owner /address

.....  
.....  
.....

Attached – copy of document after the update from the country clerk's office in Freehold, New Jersey.

..... \*

Signature of the Owner

..... \*

Date

..... (notary seal and signature.....) \*

Write Unit Number \_\_\_\_\_

Form **B5**

**Westwood Village Condominium Association, Inc. Owner/s - Deed First page**  
364 Westwood Avenue, Office, Long Branch, NJ 07740 Tel: 732.245.8723 [westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)  
This form must be submitted at least 7 days in advance of the sale becoming active.

Attn: Board of Trustees

Please be informed the details of the new buyer for unit referenced above. As a proof of names of buyer/s the first page of the Deed is attached.

Thank You

\_\_\_\_\_  
Unit Owner signature

\_\_\_\_\_  
Unit Owner Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Owner's phone number



## WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION

**This form must be completed by all Unit Owners within 14 days of mailing. Starting day 15 if the completed form is not received a late fee of \$25 per day may apply.**

Please choose from one of the following two options

Option 1

☐

I wish to receive communication from the association through email via the web platform. If you choose this option please ensure you have filled form giving your and your renter's (if any) email addressees and phone numbers.

Option 2

☐

I do not wish to receive communication from the association through email. I wish to continue to receive my communication in paper format.

To encourage and enhance use of electronic communication to save on mailing and copying costs the board has decided that if you choose to receive your communication through option 1 savings in mailing costs will be passed on to you at a rate of \$10 per month that you use this program. To receive that saving you must provide email addresses of owners and renters (as renters have to be contacted say informing them for shutting down water for repairs etc. and owners have not always informed them in a timely manner.) \$2.5 per month will be credited to your account with the association if you provide only your email address as unit owner and additional \$2.5 if you provide your renters' email addresses also. Similarly \$2.5 will be credited for the phone number of the owner and \$2.5 for the phone number of the renter. For units that do not have renters \$10 will be credited when unit owners' email addresses and phone numbers are are provided and electronic communication accepted - \$5 for the email and \$5 for the phone number. This is an opportunity to get upto \$120 back per year.

For those not on Buildium - Once we receive your email an invitation to log into the program will be sent. Once you have logged into the program you will be eligible for the discount.

**The discount will start in the month that your information is received and you have logged-in the program. Example - for information received in March discount will start to apply in April bill. For forms received in April the discount will start to apply in May bill. There will be no retroactive application of discount.**

The discount will apply as long as you continue to use the web based program and electronic communication or till a date that the board considers reasonable.

The amount of discount may increase or decrease in the future based on association's experience on cost saving.

If you have any questions email [westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)

|      |                    |                            |
|------|--------------------|----------------------------|
| Unit | Signature of owner | Unit Owner's Name and date |
|------|--------------------|----------------------------|

**Westwood Village Condominium Association, Inc. Intention to Sale Form**364 Westwood Avenue, Office, Long Branch, NJ 07740 Tel: 732.245.8723 [westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)**This form must be submitted at least 3 days in advance of the sale becoming active.**

Not submitting this form will lead to delay in sales statement which will only be issues as urgent statements. Proving this form in time will help you receive sale statement timely.

Attn: Board of Trustees

Please be informed that as a unit owner I plan to sell my unit referenced above. I will keep you informed of all future developments.

Check all that applies.☐

I have hired a real estate agent. The agent's details are at the bottom of this letter. Please help the agent when any information is requested by the agent on my behalf.

☐

I have not hired any real estate agent and no one else but me or another owner of the unit will contact you for any details when needed, including the sales report.

☐

I understand only a small lockbox is permitted at the association.

☐

I understand this application gives me right to put a lock box for two months. If the unit does not sell in two months I will keep the board informed.

☐

I understand that if my unit sells I will remove the lockbox within one week of the sale documents having been signed.

☐

I understand that I will not put 'For Sale' sign anywhere on the property or in my window etc.

Details of the real estate agent – (Name of agent, name of firm, telephone number and email are required.

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Submit by mail, email or upload on your page in Buildium by logging in at [wvlb.mangebuilding.com](http://wvlb.mangebuilding.com)\_\_\_\_\_  
Unit Owner signature\_\_\_\_\_  
Unit Owner Name\_\_\_\_\_  
Date

**Westwood Village Condominium Association, Inc. Intention to Rent Form**

364 Westwood Avenue, Office, Long Branch, NJ 07740 Tel: 732.245.8723 [westwoodlongbranch@outlook.com](mailto:westwoodlongbranch@outlook.com)

Per association documents this form must be submitted at least seven days prior to your looking for a rental for your unit. Not submitting this form will be a violation of that Rule and Regulation and fines levied accordingly.

Attn: Board of Trustees

Please be informed that as a unit owner I plan to rent my unit referenced above. I will keep you informed of all future developments.

Check all that applies.

☐

I have hired a real estate agent. The agent's details are at the bottom of this letter. Please help the agent when any information is requested by the agent on my behalf.

☐

I have not hired any real estate agent and no one else but me or another owner of the unit will contact you for any details when needed.

☐

I understand only a small lockbox is permitted at the association.

☐

I understand this application gives me right to put a lock box for two months. If the unit does not sell in two months I will keep the board informed.

☐

I understand that I must provide copy of Rules and Regulations of the association prior to signing any document with the renter and will need to submit signed letter stating the renter has received a copy of Rules and Regulations.

☐

I understand that if my unit rents I will remove the lockbox within one week of the renter moving in.

☐

I understand that I will not put 'For Rent' sign anywhere on the property or in my window etc.

Details of the real estate agent – (Name of agent, name of firm, telephone number and email are required.

\_\_\_\_\_  
\_\_\_\_\_

Submit by mail, email or upload on your page in Buildium by logging in at [wvlb.mangebuilding.com](http://wvlb.mangebuilding.com)

\_\_\_\_\_  
Unit Owner signature

\_\_\_\_\_  
Unit Owner Name

\_\_\_\_\_  
Date

Write Unit Number \_\_\_\_\_

Form **E1**

**Westwood Village Condominium Association, Inc**  
**364 Westwood Avenue, Office, Long Branch, NJ 07740**

**Acknowledgment of Receipt of Welcome Package by the New Owner Form**

*(This form must be submitted within 15 days of buying the property. If the form is not submitted timely a fine of \$25 per day will apply till the date that this form is completed and submitted. Submit this form by Certified Mail or by scanning / taking a picture and uploading it in Buildium or emailing to westwoodlongbranch@outlook.com).*

I, \_\_\_\_\_, as the owner or the authorized signatory  
(print legibly)  
authorized by the owner of Apartment \_\_\_\_\_ at Westwood Village Condominium Association,  
confirm that I have received the following documents.

☐

Welcome Package

☐

Association Documents including Master Deed, By-Laws, Certificate of incorporation

☐

Rules and Regulations for the Association

☐

Trash disposal instructions

☐

Storage area rental instructions

☐

Violation and fines advisory

☐

Offer to Join Buildium platform

☐

Second car parking space application form advisory

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name – Print Legibly)

**Only the owner / authorized signatory who is authorized to sign on behalf of ALL owners shall sign this form.**

Write Unit Number \_\_\_\_\_

Form **E2**

**Westwood Village Condominium Association, Inc**  
**364 Westwood avenue, Office, Long Branch, NJ 07740**

**Acknowledgment of Receipt of Association Documents by the New Owner Form**

*(This form must be submitted at least three days PRIOR to renter moving in on the property and need to be submitted by the owner. If the form is not submitted timely a fine of \$25 per day will apply till the date that this form is completed and submitted. Submit this form by Certified Mail or by scanning / taking a picture and uploading it in Buildium or emailing to westwoodlongbranch@outlook.com).*

I, \_\_\_\_\_, as the owner or the authorized signatory

*(Print legibly)*

authorized by the owner / all owners of Apartment \_\_\_\_\_ at Westwood Village Condominium

Association, Long Branch, New Jersey confirm that I have received the following documents.

☐

Master Deed

☐

Certificate of incorporation

☐

By-Laws

☐

Updates of Master Deed and By-Laws

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

**Only the owner / authorized signatory who is authorized to sign on behalf of ALL owners shall sign this form.**

**ACKNOWLEDGEMENT FORM FOR UNIT OWNERS**  
**RULES AND REGULATIONS**

I \_\_\_\_\_ owner of Apartment number \_\_\_\_\_  
at Westwood Village Condominium Association, Inc. Long Branch, New Jersey acknowledge receipt of  
copies of Association's Rules and Regulations as of 2011 with Rules and Regulations 2019.

I also understand that as a Unit Owner I am responsible to pay all fines associated with violations of the  
Rules and Regulations, Master Deed and Bylaws whether incurred by myself, residents, tenants, or  
guests.

Please sign and return this acknowledgement to the Association by mail, email or scanned copy  
uploaded in Buildium.

Failure to respond does not exempt an owner, resident, or guest from complying with the regulations or  
from paying violation fines.

\_\_\_\_\_  
Unit Owner signature

\_\_\_\_\_  
Unit Owner Name

\_\_\_\_\_  
Date

Address to mail back this form –

Westwood Village Condominium Association, Inc.

Write Unit Number \_\_\_\_\_

Form **E5**

**Westwood Village Condominium Association, Inc**  
**364 Westwood avenue, Office, Long Branch, NJ 07740**

**Acknowledgment of Receipt of Association Documents by the New Renter**

*(This form must be submitted at least three days PRIOR to renter moving in on the property and need to be submitted by the owner. If the form is not submitted timely a fine of \$25 per day will apply till the date that this form is completed and submitted. Submit this form by Certified Mail or by scanning / taking a picture and uploading it in Buildium or emailing to westwoodlongbranch@outlook.com).*

I, \_\_\_\_\_, as the owner or the authorized signatory

*(Print legibly)*

authorized by the owner / all owners of Apartment \_\_\_\_\_ at Westwood Village Condominium

Association, Long Branch, New Jersey confirm that I have received the following documents.

☐

Master Deed

☐

Certificate of incorporation

☐

By-Laws

☐

Updates of Master Deed and By-Laws

\_\_\_\_\_  
(Signature) Tenant  
Head of household

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

**Only the head of household for the tenant can sign this form.**

**ACKNOWLEDGEMENT FORM FOR RENTERS**  
**RULES AND REGULATIONS**

I \_\_\_\_\_ head of household, renter of Apartment number \_\_\_\_\_ at Westwood Village Condominium Association, Inc. Long Branch, New Jersey acknowledge receipt of copies of Association's Rules and Regulations 2019.

I also understand that as long as I stay here, I am responsible for any violations of the Rules and Regulations, Master Deed and Bylaws whether incurred by myself, residents or guests in my unit.

Please sign and return this acknowledgement to the Association by mail, email or scanned copy uploaded in Buildium.

Failure to respond does not exempt an owner, resident, or guest from complying with the regulations or from paying violation fines.

|                                       |                               |       |
|---------------------------------------|-------------------------------|-------|
| _____                                 | _____                         | _____ |
| Head of Renter Household<br>signature | Head of Renter Household Name | Date  |

|                      |                 |       |
|----------------------|-----------------|-------|
| _____                | _____           | _____ |
| Unit Owner signature | Unit Owner Name | Date  |

Address to mail back this form –

Westwood Village Condominium Association, Inc.  
364 Westwood Avenue  
Office  
Long Branch, NJ 07740



## **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 .....