

**VALLEY TERRACE**

**Condominium Association, Inc.**

**20 Knox Terrace**

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## **2008 rules and regulations**

Please read these simple Rules & Regulations carefully, they will preserve our community and maintain the lifestyle that we all deserve.

### **Article I General**

To all owners and tenants of Valley Terrace Condominium Association, Inc. Each year the Board of Directors mails out a **RESIDENT CENSUS UPDATE FORM**. This form must be filled out in the entirety by each unit/garage owner and sent back to the management office within the designated time requested. This is mandatory for our records. Failure to comply with this or any other rule specified in this Rules & Regulations handbook will be referred to our attorney.

1. No unit/garage may be used for the conduct or site of any business. No resident or owner shall post any advertisement of any kind, anywhere, including windows, etc., with the exception of laundry rooms, unless authorized by the Board of Directors.
2. No laundry or bedding materials shall be hung from any window or outside of any unit.
3. All windows in each unit shall be properly covered with draperies, blinds, curtains or commercially available shades.
4. No common areas may be used for storage by a unit owner or for tenant's property. If any personal items are left in any common area, the board of directors shall discard any such items without notice. Valley Terrace Condominium Association will not be held responsible for any such items.
5. Garage and lawn sales are prohibited except as an organized activity or with the expressed written consent of the Board of Directors.
6. Bicycles, toys, carriages, etc., shall not remain on sidewalks or in any common areas after sundown.

## Section 18

### Satellite Dishes/Antenna

As of August 28, 2008, the Board of Directors prohibits any use of any satellite dish/antenna or the like, by any owner or tenant. This also includes any new installation or repair of any satellite dish/antenna etc., from any owner, tenant, private contractor, Direct TV and/or Dish Network Company etc. on or in any common area including roofs, exterior walls, storage rooms, grounds etc.

Therefore this prohibits from any type of work on or in any common area such as the roofs, any part of the exteriors of buildings, grounds, storage room area etc.

**If any such act as stated in this notice is performed, it will be in direct violation of the 2008 Rules & Regulations, and an automatic fine of \$1,000.00 will be imposed immediately. This fine does not include any costs relating to the repair and/or replacement of any roof, exterior wall, structure, etc. (Note that this paragraph supersedes Article X of the 2008 Rule and Regulation.)**

**Notice:** Only authorized personnel such as the Association, its Management Company, employees and/or anyone specifically authorized by/or under contract of Valley Terrace Condominium Association, Inc. are permitted to do any of the above referenced "common Areas" ***No exceptions!***

## RECYCLING IS MANDATORY IN NEW JERSEY

### RECYCLING DO'S AND DON'TS

7. Trash must be taken to and disposed of properly in dumpsters provided for this purpose. All household trash must be placed in the proper plastic "trash bags" and tightly secured. Recyclables (glass, plastic, aluminum, metals and newspapers, etc.) **MUST** be separated from household trash and disposed of in the proper recycling bins located adjacent to the dumpsters. All cardboard must be flattened and placed neatly near the recycling bins provided. Wayne Township Department of Recycling & Solid Waste must be contacted for disposing of bulk items such as furniture, refrigerators, mattresses, old air conditioners, etc.

**Please only recycle glass, plastic aluminum, etc. in the containers provided. DO NOT place these items in any type of bag (i.e. plastic or paper). All recycling rules set by the State and Local Municipalities must be followed.**

8. Any activity which creates undue noise or creates a nuisance to adjacent units/garages or common areas is prohibited.
9. Each individual unit/garage owner shall be held responsible for any damage to any unit, garage or common area.
10. Washers and dryers in individual units are strictly prohibited.
11. The use of any propane or charcoal grills is strictly prohibited.
12. The common hallways and stairways of a building shall not be obstructed in any way or used for any purpose other than the entrance to and exit from any unit of the building.
13. Lock Boxes or similar devices permitting to any building or unit **are not** allowed on any common or private door, railing or part of any building. The Association has provided a lock box location by the management Office. All lock boxes or similar devices must only be placed in the designated area provided. Any lock boxes that are found on any other common property will be removed and discarded.
14. Any construction, repair or installation inside any unit must be approved by the Board of Directors as well as any construction that requires a permit from the Township Building Department prior to any work being done. All requests must be in writing and presented to the Management Office for Board approval.
15. Seasonal or patriotic decorations must be approved by the Board of Directors with a written request to the Management Office. Once approved the decorations are permitted for a reasonable amount of time decided by the Board of Directors.

16. Floors of each unit must be covered with rugs or quality Carpeting to the extent of at least 80% of the floor of each room excluding only, Kitchen, bathroom(s) and closets.
17. The laundry rooms are for Valley Terrace Condominium residents only. The laundry rooms shall only be used for the intended purposes. Laundry rooms must be kept closed and locked at all times. It is the responsibility of each person using the available during the hours of 7 AM until 11 PM. every day of the year.

## **Article II – Parking vehicles**

### **I. DEFINITIONS**

1. **“Owner”** shall be defined as the record owner, whether one or more persons or entities, of a fee simple title to any unit situated upon the property, but excluding those having such interest merely as security for the performance of an obligation
2. **“Tenant”** Shall be defined as any person or entity who resides in the Association and who is obligated to make payments to and/or makes payments to an Owner because of such residence whether such obligation is evidenced by a lease or not.
3. **“Resident”** shall be defined as any person or entity that parks a motor vehicle anywhere within the Association’s Property for any amount of time of more than twenty-one (21) consecutive calendar days. Once an individual or entity becomes a Resident as defined herein, that person remains a Resident for the purposes of this Resolution, for six months from the date that the person or entity fell within the definition of “Resident.”

4. **“Parking Space”** shall be defined as any vehicle bearing a sign, with asphalt, concrete, or like substance and which is a portion of the Association’s common parking area which has been marked by the Association such that if a motor vehicle would be bounded on both sides by parallel white lines.
5. **“Commercial Vehicles”** shall be defined as any vehicle bearing a sign, commercial license plate, or other outward indicia of commercial or mercantile undertaking, involving business for profit or non-profit, including, but not limited to: religious institutions, charities, medical services educational institutions, and government vehicles of any type or purpose plus those which fall within the below criteria.

A vehicle, which meets any of the criteria set forth herein, shall be a Commercial Vehicle. A vehicle’s use in a non-profit activity is not a basis for exempting it from prohibitions stated herein.

The Board’s determination that a vehicle is Commercial for the purposes of this Rule shall be final. The Board may consider the following criteria in making their determination, but the Board’s inquiry shall not be limited to this criteria.

- a. Is longer than twenty-two (22’) feet; or
- b. Has more than two (2) axles; or
- c. Bears or displays any form of writing on the exterior, including but not limited to decals, paintings, stickers, magnetic signs, appliques, or other surface fixtures; or
- d. Bears any surface fixture applique which covers or temporarily hides writing of any kind; or
- e. Bears a commercial license plate; or

- f. Is primarily designed or used for the transportation of machinery and/or equipment, including, but not limited to trailers, tractors, buses, and all types of construction vehicles; or
  - g. Has attachments, fixtures, extensions, alterations, or additions of any type for non-passenger equipment, including, but not limited to ladders, pipes, conduits, and snow plows; or
  - h. Bears, in the opinion of the Board, a load which may reasonably be construed as being for business rather than a personal passenger-oriented purpose; or
  - i. Bears the designation of or functions full-time or temporarily as a limousine, taxi, tractor, bus, etc.; or
  - j. Bears an "omnibus" license plate from any jurisdiction; or
  - k. Is an ambulance, rescue squad, fire department, police, or other similar type vehicle unless that ambulance, rescue squad, fire department, police, or other similar type vehicle is on the Association's property while those responsible for the vehicle are actually performing their official jobs on the property and the vehicle is required while those responsible for the vehicles are actually performing their official job on the property and the vehicles is required while performing that function ("on-call" shall not qualify for this exception). For example, an ambulance may be on the Association's property to treat and remove an ill person, but an Owner, who drives an ambulance, may not bring the ambulance onto the Association's property merely because he is on call.
  - l. Stickers designating a vehicle owner as "Handicapped" pursuant to the laws of the State of New Jersey shall not render a vehicle a "Commercial Vehicle".
6. **"Passenger Vehicle"** shall be defined as any Motor Vehicle, which does not fall within the definition of Commercial Vehicle and is not larger than a panel truck
7. **"Motor Vehicle"** shall be defined as any motor-operated vehicle utilized, designated, and/or registered under the motor vehicle laws of the State of New Jersey or any other jurisdiction, including but not

limited to, cars, trucks motorcycles, mopeds, motorized bicycles, scooters, or other vehicles governed by the laws of the state of New Jersey

8. **“Unregistered Vehicle”** shall be defined as a vehicle that does not have a valid registration sticker or does not have a valid license plate. A vehicle which has failed inspection and has a temporary inspection sticker has not have a valid registration stickler, provided that the temporary sticker has not expired. A vehicle which bears a temporary license plate shall be considered to have a valid license plate, provided the temporary license plate has not expired. And vehicle which has false license plates, no license plates, or license plates form another vehicle shall be deemed to be unregistered.
9. **“Abandoned Vehicle”** shall be defined as a vehicle that is not operated for a period of thirty (30) consecutive days unless otherwise permitted by the Board of Trustees. In the event an Owner intends to leave a vehicle on the property for a period in excess of thirty (30) days because of travel or vacation plans, such vehicles shall not be deemed to be an abandoned vehicle provided that the Owner has notified the Board of Trustees or tis designee in advance of the length of time the vehicle will be left unattended and the board of trustees or its designee has agreed to a waiver of the application of this rule in writing. Such waiver shall not be denied unreasonably.
10. **“Recreational Vehicle”** shall be defined as a mobile home, a boat, a boat trailer, campers, any vehicle designed or intended to be utilized primarily for off-road travel, or any vehicle designed or intended to be used temporarily or permanently as a residence.
11. **“Inoperable Vehicle”** Shall be defined as a vehicle which is physically unable to travel under its own power and also any vehicle which is not operated for a period of thirty (30) consecutive days unless otherwise permitted by the Board. In the event an Owner intends to



leave a vehicle on the property for a period in excess of thirty (30) days because of travel or vacation plans, such vehicle shall not be deemed to be an inoperable vehicle provided that the Owner has notified the board or its designee in advance of the length of time the vehicle will be left unattended and the Board or its designee has agreed to a waiver of the application of this rule in writing. Such waivers shall not be denied unreasonably. Any vehicle covered by a tarpaulin shall be refutably presumed to be inoperable, with the burden on the Owner to demonstrate that it is operable.

12. **“Responsible Party”** is define, for I the purpose of this Resolution, as any Owner who is in any way related to an individual or entity that brings a vehicle onto the Association’s property, such as a guest, tenant, delivery person, service person, etc.

## **II REGISTRATION**

Upon moving in and on an annual basis thereafter, every Owner, Tenant and/or Resident shall register with the Association’s management, each and every Motor Vehicle that they drive or intend to drive onto the Association’s property. Each Unit. Household is restricted to two (2) motor vehicles. Each registered vehicle will receive a parking decal to be affixed to the vehicle.

The aforesaid registration shall include providing the Association’s manage with the vehicle make, model, color, license plate, and the primary operator’s home and work telephone numbers. The Association’s Board may set a uniform annual registration date for all Owners, which may be amended form time to time. Owners shall be responsible to ensure that the annual registration is completed with all relevant information for all Tenants and/or Residents. In his/her vehicle registration information with the Association’s management.

## **III, RULES AND REGULATIONS**

### **1. Passenger Vehicle Regulations:**

- a. Only Motor Vehicle registered with the Association can park within Valley Terrace Condominium Association, Inc., except for visitor vehicles parked in the designated guest parking area that remain in the designee

guest parking area for less than 24 hours. Unit Owners, Tenants and/or Residents who are having visitors stay for more than 24 hours, must notify the Board and/or management ahead of time to obtain permission, which shall not be unreasonably withheld.

b. Only Passenger vehicles which have current registration and a valid state inspection sticker may be parked within the Association. Unless otherwise specified herein or by the Association Board, any other vehicles are prohibited.

c. Only one passenger Vehicle pay park in each parking space.

d. Parking Spaces shall be used only for motor Vehicles.

e. Vehicles utilizing unlined street parking must be parked parallel to the curb, sidewalk, grass or other unpaved surface.

f. No recreational vehicles, boats, campers, or trailers of any type shall be parked on the Association's common area, common easements, or an Owner's lot, except when expressly authorized by the Board

g. Unregistered, abandoned, and inoperable vehicles may to be parked overnight on the Association's common area, common easements, or an Owner's lot.

h. Parking is prohibited in all "no Parking" areas which are indicated with signage or by yellow marked curbs or yellow diagonal lines, and marked fire zones. All sidewalks must be clear

i. No one shall park in a manner so as to block, impede, or otherwise inhibit the free passage of other vehicles.

j. All motorcycles shall be parked in a Parking Space. Parking motorcycles anywhere else on the common area is prohibited.

**k. Any vehicle which is parked in violation of the rules and regulations of the association is subject to towing (at the Owner's expense).**

l. In the event that any Owner's account remains in arrears for more than sixty (60) days, his/her/their parking privileges shall be suspended until all such amounts are paid in full. The delinquent Owner, or nay related

Resident or tenant, shall be prohibited from parking i=within the Association's parking areas. **Any Passenger Vehicle parked in the common parking and/or visitor parking areas and owned by an owner, or an owner's resident or Tenant, where the Owner is more than sixty 960) days in arrears in Association monthly assessments, late fees, fines, attorneys' fees or any other sums duly levied against the account, shall be towed.**

m. A vehicle shall be deemed to be illegally parked if it is parked in violation regulate the placement of motor vehicles upon private or public lots, roads, or highways.

n. For purpose of this resolution, a continuing and/or subsequent offense shall mean any offense occurring within 360 days of the immediately preceding offense.

o. Residents shall not make any major vehicle repairs on the Property. Residents shall to assemble or disassemble any motor vehicles, motorcycles, or ATVs in the common or limited common areas. Oil changes are strictly prohibited in the common or limited common areas.

p. Owners shall be liable for any violations of this resolution made by a homeowner's guest or vendor.

**q. If the original parking permit sticker is lost or damaged, replacement permits will be available for \$ 35.00 each from the Management Office**

## **2. Commercial Vehicle Regulations:**

Commercial vehicles are prohibited from parking overnight in any parking space, garage, driveways, or on any of the other common areas of the Association or an Owner's lot.

**3.** All Vehicles must be parked facing front-in only. This is to prevent any exhaust from the vehicle affecting resident.

**4.** Any vehicle obstructing any dumpster or recycling area will be towed immediately at owner's expense without any notification.

5. PODS" brad storage container or any other type of storage container shall not be stored or placed in any area of the Community without written consent of the Board of Directors, The board must be notified during regular business hours no less than ten (10) days prior to any request. All requests must be in writing and presented to the Management Office.

#### **IV. ENFORCEMENT**

**a. Notice and due process:**

a. the sign placed at the community's entrance shall be deemed notice to all persons who bring a vehicle onto the association's property.

b. **No individual notice of removal** will be given prior to towing any vehicle in violation of this Resolution, other than what is required by the Declaration and stated in this Resolution. Notwithstanding this provisions, any Unit for which parking privileges are suspended as a result of a delinquency in the payment of assessments shall receive notice of the suspension prior to towing.

c. Vehicles will be towed to a designated impound chosen by the Board. Information concerning the towing contractor will be posted on the sign at the entrance and exit to the Association's property.

#### **2. Towing:**

a. A vehicle may be towed by the Association for:

i. a violation of any parking rule or regulations; or  
ii If the Owner's account remains in arears for more than sixty (60) days; or  
iii if any vehicle is inoperable, or parked in an unsafe manner, including, but not limited to, vehicles blocking a fire hydrant, parked in a fire zone, blocking access for any emergency vehicle, or any other dangerous situation.

b. A vehicle that is parked in violation of the Association's Rules and Regulations may be towed by management or its agent has authorized the tower to remove the particular Motor Vehicle.

c. A company engaged by the Association for that purpose shall tow any vehicle not parked in designated parking spaces on the common area at the owner's

expense.

d. The cost of towing and storing the subject vehicle shall be the sole responsibility of the vehicle's owner. The cost of towing and storing may be assessed to the Responsible Party and shall constitute a lien against such lot in the same manner as the common expense assessments.

e. It is the responsibility of the owner of a towed vehicle to arrange for the return of the vehicle and pay any and all costs incident to the towing and storage of the vehicle.

f. If no action is taken by the owner within sixty (60) days of the removal of the vehicle from the common area, or as otherwise provided for by law and/or the policy of the towing company, the vehicle may become the property of the towing company or sold at public auction.

g. Neither the Association nor the Board of Trustees shall be liable to the owner of the subject vehicle, the Tenant, Resident, or the Owner responsible for such vehicle, for and damage and/or injuries which occur during, or as a result of, the removal of such vehicle from the Property.

### **3. Fines:**

a. The association shall, in addition to the remedies outlined above, retain all enforcement options outlined in the Governing Documents or an owner's guest, tenant, or vendor fails to comply with this Resolution, a fine shall be imposed upon the owner for each violation in accordance with the then-current fining policy. Each day a violation continues after notice shall be considered a separate violation. Prior to any fine being payable, the accused unit owner shall have the right to participate in alternative dispute resolutions (ADR). The Association shall also be entitled to recover all attorney fees, costs and expenses incurred in enforcement.

## **V. GENERAL PROVISIONS**

1. Any Unit Owner who violates this Resolution may be fined and may have his/her membership privilege suspended in accordance with the Bylaws, Article II, and Section 5.

2. The Association shall collect any monies due hereunder in the same manner as Association assessments.
3. Notwithstanding any of the above, the association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing documents.
4. The Board of Trustees shall have absolute discretion as to the enforcement of this Resolution.
5. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
6. Any provisions contained within any previously adopted resolution and/or rule or regulation of the Association that conflicts with any provisions set forth herein shall be deemed void and the provision contained herein shall govern.
7. Notwithstanding the full execution of this Resolution, enforcement of this resolution shall not take effect until notice has been given to all Unit Owners. Upon recording this resolution with the Office of the Clerk of Passaic County, New Jersey, the public record thereof shall be deemed notice to the world of the policies and procedure established herein.

### **Article III – Architectural**

1. No changes will be made to any unit/garage which modify the exterior appearance of the building/garage.
2. No structural changes may be made within any unit without the approval of the Board of Directors.
3. No trees or shrubs are to be removed or replaced. Trimming and pruning of trees and shrubs will be done by the Association's landscaping contractor **ONLY**.
4. Small planting is encouraged, but should be limited to flowering plants adjacent to the respective owner's unit. Landscaped areas are not to be disturbed. Planting of vegetables is prohibited.
5. Interior repairs (except to common Piping) are not the responsibility of the Association.

6. To insure proper architectural integrity, all air conditioners must be correct size and style that fits the original sleeve opening provided. Any air conditioner that becomes a disturbance to any adjacent unit due to loud noise and/or in need of mechanical repair or replacement must be repaired or replaced within a reasonable amount of time which would be decided by the board of Directors. All air conditioners must have proper factory housing on the back cover the motor. No window air conditioners are permitted in sleeve openings, Air conditioners must be placed in sleeves which are provided. Window air conditioners units are permitted ONLY in rooms that do not provide a sleeve opening. All air conditioners repair/replacement are the responsibility of the owner.

7/ any construction (i.e. – floor replacement, plumbing, electrical, etc.) to the interior of any unit must have the written consent of the Board of Directors. Any work performed by any unit owner, contractor or otherwise, must obtain all proper permits necessary. All permits will be the responsibility of the owner.

#### **Article IV– Pets**

1. There shall be no more than one (1) dog/cat in a household and it must weigh less than 50 lbs.

2. dogs/cats must be leashed and attended to at all time outside the unit.

3. No dog/cat is permitted to “eliminate” in any landscaped area of the Community. Dogs/Cats are to be curbed at all times and animal waste to be picked up and disposed of immediately in a proper and sanitary manner in accordance with the Township of Wayne Pet Ordinance.

4. No pet may be kept in a unit which will create a nuisance of any kind to another resident as determined by the Board of Directors. Pet owners shall not allow their pets to cause any noise which disturbs the comfort in the vicinity.

5. Unit owners will be held responsible for any damage caused to the common area by the unit owner’s pet. If the unit is rented, the unit owner will be responsible for any damage caused to the common areas by their tenant’s pet.

6. Pet owners must comply with all appropriate State, Municipal and County licensing regulations as well as all required vaccinations.

7. The Association requires from the owner/tenant a one-time non-refundable registration fee of \$50.00 for any pet. The Owner/Tenant must register their pet with the township of Wayne and provide a copy of the registration to the Management Office. The Association also requires from the owner/tenant a security deposit of \$150.00 for their pet. The security deposit is refundable once the owner/and or pet is no longer living at Valley Terrace no damage was caused to any common area and the unit owner is in good standing with the Association.

## **Article V – Storage**

### **Inside storage**

1. Storage areas, which are provided in certain buildings, shall be kept in an orderly manner. All storage items **MUST** be kept within the unit owners assigned storage bin. No items can be stacked higher than within two (2) feet of the ceiling, as per the Municipal Fire Safety Laws.
2. Flammable or combustible materials are strictly prohibited from being stored. Nothing shall be done or kept in any storage areas that will increase the rate of insurance or be in violation of any Municipal Safety or Fire Laws (i.e. – use of barbecue grills in storage areas or in garages is strictly prohibited), in any areas or garages in the community as per the Municipal Fire Safety Laws.
3. Nothing shall be done or kept in any storage areas that will increase the rate of insurance or be in violation of any Municipal Safety or Fire Law (i.e. – use of barbecue grills in storage areas or in garages is strictly prohibited).
4. All storage bins shall remain the property of Valley Terrace Condominium Association, Inc., and all owner/tenants must comply with the Rules and Regulations within our Community, as well as all State, Municipal, County ordinances. The Association has the right to remove any owner/tenants' belongings from a storage area that was not designated to them by the Association.

### **Outside storage:**

1. No common area may be used for storage of any unit owner's or occupant's personal property.



2. Bicycles, toys, carriages, etc., shall not remain on sidewalks or in any common area after sundown.

### **Article VI – Sales and Rentals**

1. At closing, a purchase buying a resale unit is responsible for transmitting to the Management Office a copy of the closing statement as evidence of title transfer in order to properly update the Association's records.

2. Unpaid assessments remain with the unit. In the event the assessment payments are not current at the time of resale, the purchaser shall become responsible for payment of said outstanding assessment. 3. It is the responsibility of the unit owner to provide a copy of the Master Deed, Bylaws and Rules and Regulations to the purchaser of the unit.

4. If a unit is rented, it is the responsibility of the unit owner to provide the tenant with a copy of these Rules and Regulations. The unit owner is held reasonable for the tenant's compliance with all rules of the Association.

5. No unit can be rented for a term of less than six (6) month. A Lease Form will be supplied to the owner and must be used for all rentals of the units.

6. Any unit owner renting their unit is reasonable for providing an executed copy of said Lease Form to the Management Office.

7. The Master Deed, By-Laws and/or Rules and Regulations may be purchased at the Management Office. It is the responsibility of each unit owner to obtain their own copies.

### **Pool rules and Regulations:**

1. Admissions is restricted to owner and tenants in good standing with valid badges during scheduled pool hours.

2. Owners Badge Allocation

Studio – 2 Badges

One Bedroom – 2 Badges

Two Bedroom – 3 Badges

Duplex/Townhouse – 3 Badges

All owners who are either renting or selling their units will be responsible to give all pool badges to their tenants or buyers.

If original badges are lost, replacement badges will be available for \$35.00 each. Children under 1 years old are free.

All badges will be issued by appointment only through the Management office located at 20 Knox Terrace Monday through Friday between the hours of 8:30 AM. To 5:00 PM only! They will not be available on weekends.

3. All guest passes are permanently invalid.

1. Admission is restricted to both owners and tenants in good standing with valid pool badges during scheduled pool hours only.

2. Children under 14 years old must be accompanied by an adult.

3. Swimmers must adhere both to the rules of water safety as posted at the pool (Please Read) and those set forth by the lifeguards

4. In areas where food and drinks are permitted NO containers made of glass shall be permitted in the pool area... alcoholic beverages are strictly prohibited.

5. Flotation devices, except for "swimmers," are prohibited.

6. All babies and toddlers must wear appropriate bathing diapers that are acceptable to the association and the Board of Health. No regular diapers are acceptable in either of the pools.

7. No pets are allowed in the pool area No Exceptions!

8. The Association reserves the right to revise any rules which it deems necessary to facilitate the general comfort and safety of the pool attendees.

9. Children must be with supervision at all times in the pool area.

10. Smoking is prohibited in the pool area.

### **Article IX – Membership. Maintenance fees/Assessments**

1. The Association requires each unit owner, upon acquisition of title, both a non-refundable initial membership fee of \$250.00 and an administration fee of \$200.00

2. Every person who is entitled to membership shall be privileged to use and enjoy the Common Elements. However, membership and voting rights of any

member may be suspended by the association for any period during which any assessment/fine/maintenance fee against the unit remain unpaid.

3. Monthly Maintenance fees are due and payable in advance on the first day of each month. If payment is not received by the Accounting Office by the 10<sup>th</sup> of the month, the account will be deemed delinquent and a late charge will automatically be assessed. Common element privileges may be suspended until payment is made in full.

4. If full Payment of the maintenance Fee, including the late charge, is not received within two (2) months of the original due date, legal action, including but not limited to liens on the property, will be taken.

#### **Article X – Violations and enforcement Procedures**

1. Any violations of the Rules and Regulation should be brought to the attention of the Management office **IN WRITTEN**. The source of all reported violations will be kept strictly confidential.

2. The Management Office will notify the resident/owner of the violation by first Class Mail, Return Receipt Requested. The owner must contact the management office within Five (5) days from the date notification is received with a specific response to the complaint.

3. The first violation is corrected within ten (10) days of the date notification is received.

4. Following the initial "Warning" notification, the penalty for continuous disregard of the complaint will be fine in the amount of \$10.00 per diem.

5. Violation that are repetitive in nature shall carry a fine of \$10.00 per diem, so long as the violation continues.

6. Violation which persists will be reviewed at each regular Board Meeting. Unit owners who disregard the notification and do not remedy the violation will be subject to legal action.

The Association reserves the right to revise any rule which it deems necessary to facilitate the general comfort and safety of the members. Please feel free to

contact the Management Office for any questions regarding the aforementioned 2008 Rules & Regulations.

**The Board of directors reserved the right to revise or add any Rules & Regulations, which it deems necessary, to facilitate the well-being of the Community.**

