

WINDHAM NORTH CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS Updated 12/5/2017

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INTRODUCTION

Community living requires the full cooperation of all residents. The success of any community is founded on the basic principles of common decency, respect and consideration for the basic rights of neighbors. This Manual will serve as a ready reminder and reference of the various obligations we have to each other in our day-to-day living.

It is important that owners/residents become familiar with this manual in order to ensure that all residents of Windham North enjoy the quality of life to which they are entitled.

The Board of Directors established these rules and regulations, approved by a majority of Unit Owners, in order to maintain a community of congenial residents by denoting the responsibility and obligation of each Unit Owner/Resident.

This Manual is intended as a supplement to the By-Laws which must be adhered to by all owners and residents. It is the owner's responsibility to make their residents and guests aware of the restrictions of the governing documents. However, owners, as members of the Association, remain responsible for the conduct of their residents and guests.

In the event of a lease agreement, the Unit Owner shall include in the agreement a termination and/or eviction clause in the event of a violation of the Association's By-Laws or these Rules and Regulations.

Your Board of Directors is responsible for the establishment and enforcement of the rules contained in this Manual, adherence to the By-Laws, managing the financial affairs of the Association and overseeing the maintenance of the Common Areas.

A copy of the Rules and Regulations should always be provided to a prospective buyer. Therefore, it should come as no surprise to anyone that there are certain modest restrictions on the use of their property, which are intended to preserve the value, desirability and attractiveness of their home and others in the Association. A sense of fairness towards other residents as well as a regard for the law and recognition of compliance by the rest of your neighbors demands compliance by everyone.

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1. CLUBHOUSE

A. Clubhouse use by Residents

The Clubhouse will be open during pool hours only. Access to the clubhouse requires the combination to the front door lock, and may **be** obtained from any of the Board members. It is also printed on the Association phone list, maintained by the Board Secretary. Note that a group of residents may meet at the Clubhouse at any time at no charge.

Residents using the Clubhouse during off hours are responsible for monitoring its use to assure no damage occurs, that it is left in a clean and orderly condition, and for making sure that it is locked when they leave.

B. Clubhouse Rental

There is a charge, and a refundable deposit, required to rent the Clubhouse. These charges are established annually by the Board. A Unit owner interested in reserving the Clubhouse should do so in advance by contacting a Board member.

Those residents renting the Clubhouse will be required to provide the Board with:

i. Copy of his Homeowner's Declaration page or Certificate of Insurance showing personal liability not less than one-half million dollars (\$500,000)

ii. A signed "Hold Harmless Agreement". See Schedule A attached hereto.

Rental of the Clubhouse does NOT include the pool or deck area during hours that the pool is open. In addition, residents must have access to the kitchen and rest rooms during pool hours when the Clubhouse is rented. The Clubhouse is NOT available for rent on Memorial Day, July Fourth and Labor Day holidays.

Clubhouse renters are responsible for any damage incurred. If no damage is incurred, the deposit is refunded.

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Prior to, and subsequent to, any private function the Clubhouse will be cleaned by a maintenance company. However, renters are required to perform a general cleanup and upon leaving, to remove, to the Unit Owner's own premises, any garbage from the Clubhouse area.

Should the Clubhouse be rented during Pool season, and include the use of the Pool, the renter must hire a lifeguard.

C. Other

Smoking is NOT permitted within the Clubhouse.

Users of the Clubhouse should carefully monitor the thermostat settings so as not to be wasteful.

Taping and/or pasting materials of any kind to any wall is not permitted.

The Clubhouse shall not be used for any commercial purpose.

Since the furniture is not water-proof, wet bathing suits are NOT permitted to come in contact with any Clubhouse furniture.

2. POOL (December 6, 2016)

A. General

The Pool is open between the Saturday preceding Memorial Day and Labor Day. Swimming is permitted from 8 A.M. to 8 P.M.

The pool is for use only by residents and their guests. Each unit will be permitted no more than four (4) guests at the pool at any one time. Guests **MUST** be accompanied by an adult resident or child care provider at all times. A child care provider is a guest of the unit owner who remains responsible for the all actions of such provider.

Resident children and authorized guests (under age 16) must be accompanied and supervised by an adult resident or child care provider as required by N.J.A.C. 8:26-5.1

Entering the pool without another person present at the pool site is NOT permitted as required by N.J.A.C. 8:26-5.1

Children who are untrained must wear 'swimmies' while in the Pool.

Only proper swimming attire is permitted (i.e., no cut-offs or jeans).

Diving is NOT permitted.

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Rafts are NOT permitted in the Pool area.

Running or pushing is NOT permitted in the Pool area.

Smoking is NOT permitted within any area of the pool.

Radio and cell phone volume must be maintained at a "conversational" level, or headphones should be worn.

The pool can be used with clubhouse rental with a certified lifeguard present.

Furniture must be returned to original position (umbrella down, chairs put back, etc.) when leaving the Pool.

Pets are not allowed in the Pool area.

B. Food

Only non-glass containers are permitted in the pool area.

Food such as pizza, sandwiches, etc. must be eaten at the "Upper Patio Area" tables or in the Clubhouse only.

Beverages and snacks are permitted at poolside. Alcoholic beverages are prohibited.

If the clubhouse is used, it shall be left in a clean and orderly condition. Do NOT sit on clubhouse furniture in wet bathing suits.

All refuse must be disposed in the proper designated containers.

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3. TENNIS COURT

A. General

The Tennis Court is for the use of all Members. A sign-up log is affixed to the fence for scheduling the use of the Court in advance. Sign up for court use no earlier than 5:00 p.m. the previous day for next day play.

All residents and guests must sign in.

Playing time is one (1) hour for singles, and one and one-half (1 1/2) hours for doubles. Play may not be extended if others are waiting.

Proper tennis attire, including tennis shoes with white soles (so as not to mark the surface) and shirts, is required. Shirts must be worn at all times.

A key lock has been installed on the gate to the Court keys may be obtained from a Board member. The gate is to be secured by the lock when leaving the Court.

The Tennis Court is NOT to be used for commercial purposes.

Players are to remove all belongings and refuse from the Court area upon leaving.

Radios, televisions, tape recorders and CD players are NOT permitted on the Tennis Court.

Smoking is NOT permitted.

Yelling, screaming and the use of profanity **are** prohibited.

Use of alcoholic beverages is prohibited.

Only non-glass containers are permitted in the Tennis Court.

B. Tennis Court Surface is fragile; therefore

No other activities are permitted on the Court, such as skateboarding, rollerblading or bicycle riding or dog walking, which will destroy the surface of the Court.

The broom and squeegee roller will be placed inside the Court to facilitate its day-to-day maintenance.

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4. VEHICLES, PARKING, AND USE OF THE STREET (December 5, 2017)

Each Unit is permitted to park four (4) passenger-type vehicles in Windham North (which includes garages and driveways). Motorcycles are permitted; however, they must be parked overnight in the garage. All residents' vehicles must have the capability to fit in the garage with the door closed.

Residents shall use their garages and driveways to park their vehicles, and may use Visitor's Parking only on an occasional, not permanent, basis. No resident shall park vehicles overnight in Visitor's Parking on a regular basis.

The speed limit on the street is 15 M.P.H. for all vehicles.

Garage doors must be closed overnight.

All residents, guests and workers are to park in Unit driveways or Visitor Parking areas and NOT on the street, as per Township requirements. People parking on the street invariably park on the grass area which may damage sprinkler heads and/or require rework and reseeding of landscaped areas. Care should be used in entering or leaving parking areas and driveways, so as not to damage adjacent grass, shrubbery and sprinkle heads.

Visitors are not permitted to park vehicles in Visitor's parking areas and then leave the premises.

Parking in Visitor's Parking shall be head in.

No Unit owner, his tenants, agents, guests, licensees or servants shall leave, on the premises, any non-operating vehicle, junk vehicle or a vehicle not properly and currently registered and inspected pursuant to the laws of the state of registration.

Overnight parking of commercial type trucks, motor homes, recreation vehicles, buses, trailers or boat trailers on any Common Elements or Limited Common Elements is strictly prohibited. Commercial vehicles include:

- Pick-up trucks (Not applicable to overnight house guests)
- Full size cargo vans
- Full size passenger vans
- Buses
- Any vehicle with commercial license plates
- Any vehicle without full side and rear windows

Also included:

- Any vehicle with commercial lettering whether or not temporarily covered
- Any vehicle weighing over 8,000 lbs.

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- Any vehicle that is too large to fit in the garage (whether because of length or height) with the door closed
- Any vehicle with commercial lettering whether or not temporarily covered
- Any vehicle weighing over 8,000 lbs.

Other than immediate emergency service, no repair of any vehicle is permitted on the street, driveway or in Visitor's Parking. Owners shall clean up and remove any spillage of oil, grease, coolant or any other toxic or unsightly materials.

5. TRASH

Members shall NOT place trash, garbage, or excess materials of any kind on or about the Common Elements, except for scheduled pickups.

Members are to place garbage in covered garbage cans. Plastic bags are NOT to be used, since they are targets for birds and other animals.

Garbage should not be placed for pick-up prior to 6:00 p.m. the night before pickup. Garbage cans must be removed by 6:00 p.m. the day of collection.

Recyclables and bulk items placed out for collection by the town refuse collectors must adhere to Township rules and regulations, including proper packaging and containers. Recyclables should not be placed for pick-up prior to 6:00 p.m. the night before pickup. Recyclable containers must be removed by 6:00 p.m. the day of collection.

The Association does not employ anyone to clean the street or parking areas. Therefore, each Member is responsible to pick up and dispose of street litter.

6. LANDSCAPING, OUTSIDE DECORATIONS, AND FLAGS

A. Landscaping

Unit owners are encouraged to beautify the area around their Unit with plants and flowers, at their own cost. These plantings are to be removed by the homeowner at the end of the summer season. Plastic refuse and pots from plantings must also be removed.

Any extensive change to landscaping, such as shrubbery, bushes, etc., requires the prior written approval of the Board of Directors. The expense of the landscaping changes must be borne by the Unit owner, however, the new shrubbery, bushes, etc., will become the property of the Association.

Lawn ornaments, or bird baths and feeders, are not permitted on the lawns.

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B. Outside Decorations and Flags

External holiday decorations or decorations visible from the street, including but not limited to Christmas and Chanukah lights, may be installed and displayed from Thanksgiving to January 6th.

The American or State of New Jersey Flags may be flown at any time. However, flags for other celebrations, such as Halloween, etc., shall be displayed only up to seven (7) days prior to the event and seven (7) days following the event, to a maximum of 15 days.

7. USE OF UNITS

A. General

Residents shall exercise reasonable care when making noises that may offend or interrupt the enjoyment of neighbors. Each resident shall use musical instruments, radios, televisions, etc., without interfering with others.

No clothes, sheets, blankets or laundry of any kind or other articles are to be hung or displayed on the outside windows or outside walls of any building or parking areas.

No signs, awnings, canopies, shutters, or television or radio antennae or visible dish receivers shall be affixed or placed upon the exterior walls or roofs or in the Common Elements or Limited Common Elements.

Members can NOT paint or otherwise decorate or change the appearance of any portion of the exterior of any building or parking area.

Nothing shall be done or kept in any Unit which will increase the rate of insurance or cause cancellation of insurance on any buildings or contents thereof or which will be in violation of any law.

Garage sales and tag sales are NOT permitted.

B. Installation of Standby Natural Gas Generators (Adopted 12/10/13)

1. Installation of Standby Natural Gas Generators up to 20KW in size is permitted upon written application to and approval by the Board of Directors. Installation and maintenance of the generator is the responsibility of the unit owner and any subsequent unit owner.

2. Installation shall be made by a licensed contractor of the State of NJ and in accordance with appropriate building and electrical codes, and manufacturer's instructions.

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3. The unit owner or contractor shall make a Residential Gas Load Data Inquiry of PSE&G, or subsequent natural gas provider, and receive their approval to install the Standby Generator.

4. Standby generators may only be located at the rear of the units in accordance with the Amended Site Plan approved by the Township of Wyckoff. A Building Permit from the Township of Wyckoff shall be obtained by the owner or contractor.

5. No Standby Natural Gas Generator may exceed a sound level of 69DBa at 23 feet distance from the unit.

6. Natural gas lines to, and electric lines from the Generators must be run underground and enter the units at the closest possible point of the building. Underground lines exceeding 15' are not permitted. Entry/piercing of the buildings for the lines shall be at least 12-inches, but no more than 36-inches, above grade level.

7. The standby generator will be installed on an appropriate pad specified by the manufacturer.

8. Full deer-resistant evergreen screening will be planted 3 feet in height surrounding all mechanicals (air conditioning and generator) to insure that the mechanicals will not be visible. (Amended 3-11-14)

9. The Generator's weekly maintenance exercise may only be done between the hours of 12:00 noon and 3PM, Monday through Friday.

10. Except for weekly maintenance, generators may not be operated unless there is an outage of the commercial electric provider.

11. In the event that any generator becomes inoperative, it shall be the unit owner's responsibility to repair or replace the generator within forty-five (45) days. If the generator is not repaired or replaced within forty-five (45) days, the unit owner shall immediately remove the generator and restore the generator site to its original condition including the removal of all exterior plumbing and electrical connections.

12. The unit owner and their contractor will apply to the WNCA Board for permission to install a generator. They will provide a pre-application checklist setting forth the specific site location of the generators, confirmation of adequate gas supply from PSE&G, certificates of insurance and licenses from the contractors, generator cycle times, and cut sheet of manufacturer's specifications. In making the application the unit owner and their contractor agree to abide by the WNCA Rules above governing the installation and use of Natural Gas Standby Generators. After approval by the WNCA Board of Directors, a copy of this checklist/approval will be submitted to the Township of Wyckoff Building Department when applying for the requisite Building Permit. (Amended 3/11/14)

C. Maintenance, Repair and Replacement of Exterior Unit Doors and Windows

1. The association is responsible for the replacement of garage doors and front doors on all units at the end of their useful lives as determined by the board.
2. Individual unit owners are responsible for replacement of all other doors and windows that are part of the perimeter of their unit including the door connecting the garage to the interior of the unit.

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3. Individual unit owners are responsible for the maintenance and repair of all windows and exterior doors (including the front door and garage door). This includes all components of the window/door assembly, both interior and exterior. Such windows and doors must be maintained in operable condition and in a manner that does not detract from the outside appearance of the window or door.
4. Any unit owners who allows the exterior of a unit's windows or doors to become unsightly or in a state of disrepair shall be subject to fines allowed by the association by-laws and rules and regulations.
5. Painting of all exterior doors is the responsibility of the association and will include cleaning of the exterior of the garage doors.
6. Cleaning the exterior surfaces of the windows is the responsibility of the association.
7. All repairs and replacements to windows and doors for which a unit owner has responsibility shall be made with board approval and to board standards and specifications as indicated in this section.
8. Any unit owner who has entered into an agreement with the association to install a board approved front storm door is solely responsible for that storm door in accordance with the installation agreement.
9. Standards and Specifications:
 - a. Windows shall be replaced with Pella "Architect Series" or the upgraded Pella "Designer Series" windows
 - b. A unit owner may request board approval of a replacement window or door that is manufactured by another company that is equal to the previously described Pella products. Such application shall include all material that the board may require to make an informed decision including, but not limited to written specifications, renderings and product samples.
 - c. All replacement windows/doors irrespective of source, must from the outside of the unit, be indistinguishable from the original builder's windows.

D. Clothes Dryer Cleaning Requirement

Every unit owner shall have his/her unit's clothes dryer vent professionally cleaned at least once every thirty-six (36) months and provide the Secretary with proof of such cleaning under procedures to be established by the board of directors. The board may grant extensions for a limited amount of time for good cause. Failure to comply with this rule will result in fines as specified in Section 9(B) of the Rules/Regulations, except that no unit owner may be fined more than \$100 for non-compliance in any month.

8. PETS (Revised 12/2/2008)

No bird, reptile or animal of any kind shall be raised, bred or kept in any Unit or elsewhere

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on the property, except as follows:

Unit owners are permitted a total of two (2) cats, dogs or other common household pets provided that they are not kept, bred or maintained for any commercial purpose and are housed within the Unit.

Pets must be properly controlled so as not to create a nuisance or in any way adversely affect the condition or cleanliness of the Common Elements. A pet deemed a nuisance shall be removed from the premises.

Dog and cat owners must keep their pets on a leash when walking, and refrain from walking their pets on the grass or landscaped areas of the Association. ***Pet owners are to walk their pets in the center of the road and bring them to the designated area behind the pool.*** Pets are not permitted to evacuate on lawns or landscaped areas because of sanitary reasons and health concerns.

A "pooper scooper" is required to be utilized to remove all feces in accordance with the Ordinance adopted by the Board of Health or the Township of Wyckoff. No animal shall be permitted to run loose anywhere on the premises.

No dog house/pet holding area or the tethering of a pet on Common Elements shall be permitted.

Dogs may not be left unattended on decks and patios, and are not permitted to bark outside.

Unit owners shall be responsible for all damage caused by any pet owned or possessed by the owner, his/her family, guests or tenants.

9. VIOLATIONS, FINES, LATE FEES AND GRIEVANCE PROCEDURES

A. Violation

Any observed violation of the Rules and Regulations of the Association or any of its covenants or restrictions contained in the Master Deed or By-Laws by a Unit Owner, family member, guest or lessees shall be reported to a member of the Board of Directors. The reported information, where feasible, should include date, time, name, witnesses, location and infraction.

B. Fines and Late Fees (revised December 9, 2014)

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The Board has the power to levy fines against any Unit owner(s) for violation(s) of any Rule or Regulation of the Association or for any covenants or restrictions contained in the Master Deed or By-Laws. The fine for the first violation will be \$25.00. The fine for the second violation will be \$50.00 and the fine for the third violation and any subsequent violations will be \$100.00. For each day a violation continues, it shall be considered a separate violation.

Formal procedures for levying fines are predicated on the concept that its potential use will ensure compliance without its use. It is the intent of the Board of Directors of the Association to levy fines only as a last resort.

A late payment fee in the amount of \$25.00 shall be charged to any unit owner who fails to pay a quarterly or special maintenance fee within ten (10) days of the due date.

C. Notice and Abatement of Violation

Before any fine is imposed by the Board, the Unit owner involved shall be given at least five (5) days prior written notice, either hand delivered or Certified Mail - Return Receipt, and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

If the Unit Owner discontinues the behavior that created the violation during the five (5) day notice period following the written warning, no further action will be taken by the Board. It will be the responsibility of the Unit Owner to notify the Board in writing that he/she ceased the action that constituted the violation.

If the violation is not corrected within five (5) days of notification, the Board of Directors shall convene to review. The violator may attend this meeting with or without his/her Counsel. If the Owner fails to appear, the Board may treat such failure as a default, and order such fines or other penalties as it deems appropriate

At the conclusion of the five (5) day period and any Board approved extension period, a written notification of the fine and damages, if any, shall be delivered to the Unit Owner judged to be responsible for the violation. Payment will be expected within thirty (30) days from receipt of notice. Unpaid fines will accrue interest at the rate of two (2) points above Prime.

It will be necessary, if applicable, for the Unit Owner to pay for any labor or materials required to restore property to its condition prior to the violation.

D. Appeal

Following receipt of the written notice, a Unit Owner may request a hearing before the Board

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by presenting a written, signed request to a Board member. At such hearing, to be scheduled by the Board, the Unit Owner and/or an attorney will have the opportunity to present their case. A final determination will be made by the Board at the conclusion of the appeals session. If, in the Board's judgment, additional facts need to be verified or the parties cannot schedule an appeals meeting within a reasonable period of time, the fine payment date may be delayed. The Unit Owner may also exercise his/her right to seek binding arbitration in accordance with New Jersey law.

E. Grievances

The Association shall provide a fair and efficient procedure for the resolution of housing-related disputes between individual Unit Owners and the Association, and between Unit Owners, which shall be readily available as an alternative to litigation. A person(s) other than an officer of the Association, or a Unit Owner involved in the dispute shall be appointed by the Board to resolve the dispute. The resolution of the dispute will then be reported to the Board for the appropriate action.

A Unit Owner may notify the Commissioner of Community Affairs if the Association does not comply. The commissioner shall have the power to order the Association to provide a fair and efficient procedure for the resolution of disputes.

F. Failure to Comply

In the event a Unit Owner refuses to comply with the decision of the Board or is delinquent in making payment, the Association may seek a lien against the Unit Owner's property or take other appropriate legal action to execute its judgment.

All fines, legal costs, and interest related to the violation will be the responsibility of the violator.

G. Board Member Violation

If a member of the Board of Directors is alleged to have committed a violation then that member will be held accountable under this procedure but will not serve on the Board for purposes of adjudicating the violation.

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SCHEDULE A.

HOLD HARMLESS AGREEMENT

Between Windham North Condominium Association
and

Name

Address

Telephone No.

In consideration of the use of _____

on the following dates _____

the undersigned agrees to defend, indemnify, and hold harmless the Windham North Condominium Association and its members, officers, agents, and employees from any and all liability, claims, costs and attorney's fees arising out of the use of the property referred to above.

I understand that this Hold Harmless Agreement also requires that Windham North Condominium Association is indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor, or other person attending the event herein referred to. Unless waived in writing by the Windham North Condominium Association, I agree to furnish a Certificate of Insurance or a copy of a policy, providing general liability, bodily injury, and property coverage with minimum limits of liability not less than \$500,000 combined single limit.

In order to induce the Windham North Condominium Association to accept this Hold Harmless Agreement, the following information concerning the intended use of premises is furnished:

- A. Alcoholic beverages (will) or (will not) be served.
- B. Total number of persons anticipated is _____
- C. Live entertainment (will) or (will not) be provided.
- D. Other: _____

Signed this _____ day of _____, _____(year) as the binding act in deed
_____, Unit # _____.

Print Name of Individual

Authorized Signature

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Witness

SCHEDULE B.

**Windham North Condominium Association
Checklist Application to Install Natural Gas Standby Generator**

_____1. Installation of Standby Natural Gas Generators up to 20KW in size is permitted upon written application to and approval by the Board of Directors. Installation and maintenance of the generator is the responsibility of the unit owner and any subsequent unit owner.

_____2. Installation shall be made by a licensed contractor of the State of NJ and in accordance with appropriate building and electrical codes, and manufacturer’s instructions.

_____3. The unit owner or contractor shall make a Residential Gas Load Data Inquiry of PSE&G, or subsequent natural gas provider, and receive their approval to install the Standby Generator.

_____4. Standby generators may only be located at the rear of the units in accordance with the Amended Site Plan approved by the Township of Wyckoff. A Building Permit from the Township of Wyckoff shall be obtained by the owner or contractor.

_____5. No Standby Natural Gas Generator may exceed a sound level of 69DBa at 23 feet distance from the unit.

_____6. Natural gas lines to, and electric lines from the Generators must be run underground and enter the units at the closest possible point of the building. Underground lines exceeding 15’ are not permitted. Entry/piercing of the buildings for the lines shall be at least 12-inches, but no more than 36-inches, above grade level.

_____7. The standby generator will be installed on an appropriate pad specified by the manufacturer and appropriately landscaped to match the surrounding area.

_____8. Full deer-resistant evergreen screening will be planted 3 feet in height surrounding all mechanicals (air conditioning and generator) to insure that the mechanicals will not be visible.

_____9. The Generator’s weekly maintenance exercise may only be done between the hours of 12:00 noon and 3PM, Monday through Friday.

_____10. Except for weekly maintenance, generators may not be operated unless there is an outage of the commercial electric provider.

_____11. In the event that any generator becomes inoperative, it shall be the unit owner's responsibility to repair or replace the generator within forty-five (45) days. If the generator is not repaired or replaced within forty-five (45) days, the unit owner shall immediately remove the generator and restore the generator site to its original condition including the removal of all exterior plumbing and electrical connections.

_____12. By affixing their signatures below the unit owner and their contractor agree to abide by the WNCA Rules above governing the installation and use of Natural Gas Standby Generators. A copy of this approval will be submitted to the Township of Wyckoff Building Department when applying for the requisite Building Permit.

Unit Number: _____

WINDHAM NORTH CONDOMINIUM ASSOCIATION

Contractor Business Name: _____
Address: _____
City, Town, Zip: _____
NJ License Numbers:
 Electrical: _____
 Plumbing: _____
Insurance Carrier: _____
Policy #: _____
Policy Expiration Date: _____
Unit Owner's Signature: _____ Date: _____
Unit Owner's Signature: _____ Date: _____
Contractor Signature: _____ Date: _____

Approved by: _____ Date: _____
Title: _____
WNCA Board of Directors.