

## **Rules and Regulations of ORCHARD STREET TOWNHOMES AT DENVILLE, INC.,**

### **a New Jersey Not for Profit Corporation**

Applicability: These Rules and Regulations apply to all persons or entities owing any interest in, occupying, or using any Unit in the Condominium, or using any of its General Common Elements or limited Common Elements.

These Rules and Regulations are in addition to, and not to be construed as replacing or in any way abrogating the restrictions on, or duties and responsibilities of, the Master Deed or By-Laws as amended.

#### Obligations and/or Prohibitions:

##### Occupancy:

1. Two (2) bedroom units shall not be occupied by more than four (4) persons consisting of one familial unit.

##### Noise:

1. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, friends or servants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other occupants, including but not limited to loud gatherings, stereo, radio, television or exercise equipment.
2. Construction or repair work or other installation involving noises shall not be conducted in any unit except between the hours of 8:30 a.m. and 8:00p.m., except on an emergency basis.
3. A contractor under contract to the Condominium, with the approval of the occupant, may enter the occupant's unit at a mutually agreeable time, between the hours of 8:30 a.m. and 8:00p.m to provide services required.
4. In case of an emergency, access must be provided at any time.

##### Windows:

1. Nothing shall be hung or shaken from the windows or doors of any unit. Objects shall not be permitted on the outside window sills of any unit.
2. Window air conditioning units are not permitted under any circumstances.
3. No signs, notices, advertisements, or commercial illumination shall be allowed to be inscribed or exposed on or at any residential unit window or any exterior part of the building, except for the limited common areas granted to the commercial units.

4. Seasonal decorations are permitted for a period of time up to four (4) weeks before and after each holiday.
5. The interior and exterior of windows must be kept clean by the occupants.
6. All windows should be covered with shades, blinds, or other such window treatments designed to cover windows, and all such shades, blinds and window treatments shall be maintained in good repair by the occupant.

Common Element Areas:

1. All exterior and interior common areas shall be kept free of all personal property of the occupants.
2. At no time shall any carriages, play pens, bicycles be left outside of the front of any unit.
3. Occupants are not to place any newspapers, boxes, bags or other packages in any common element area for any duration of time.
4. The front stoop, entry, passages, garages and stairways shall not be obstructed by any of the occupants or be used for any purpose except for ingress and egress to their respective units
5. No waste shall be committed upon any common element area.
6. Nothing shall be stored upon any common element are without the prior written consent of the Association.
7. The common element areas shall not be obstructed, littered, defaced or misused in any manner.
8. No part of the common element areas shall be used for commercial purposes, activities or solicitation.
9. The common element areas shall be reasonably utilized in accordance with the use for which they are intended and suited.
10. Damage to common element areas must be reported in writing to the Association Management as soon as it occurs. Any damage caused by an occupant in connection with the moving of furniture, bulk items, appliances or other personal property to or from their unit shall be the responsibility of the occupant causing the damage to pay any reasonable expenses incurred for repairs as determined by the Association Management.
11. Smoking is not permitted in any common element areas.
12. No alcoholic beverages shall be permitted in any common element area at any time.

### Garbage/Trash/Recycling:

1. Garbage, trash or personal items shall be stored in receptacles provided by the Unit owners at unit owners own cost and expense and shall not be placed outside of the unit for pickup until the morning of the scheduled garbage/recycling pick-up. It is the responsibility of each occupant to dispose of their own refuse in accordance with all state and city recycling and sanitary codes.
2. No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, materials, or trash of any kind shall be permitted within any Unit or upon any common element area.
3. Bulk items such as furniture, refrigerators, and appliances, must be disposed of in accordance with the Association Management during normal business hours.

### Scooter/Mopeds:

The operation of motorized scooters, mini-bikes, mopeds, dirt-bikes, ATVs, or any similar unlicensed motorized recreational vehicle is prohibited anywhere in the Condominium and any common element area.

### Gas Grill/Propane Tanks:

In accordance with the New Jersey Fire Safety Code (Section 5:1803, (h)3):

- a) Barbecue grills of any type shall not be placed, stored or used on any porch/balcony or within five (5) feet of any building.
- b) Propane tanks are not to be stored in any unit, storage bin, garage, attic or in any common element area.

### Maintenance Requests:

1. All requests for maintenance shall be reported to the Association Management during normal business hours.
2. Any condition, which is an imminent threat to the occupant's health or safety, shall be immediately reported to the Association Management.

### Criminal Activity/Controlled Substance:

1. Any occupant, family member, or guest, or any other person under the occupant's auspices, shall not engage in or facilitate criminal activity at or on the Condominium or any common element area, including but not limited to, violent criminal activity or drug related criminal activity.
2. Occupant agrees that if controlled substances as defined in Section 102 of the Controlled Substance Act, (21 USC, Section 802) are found in the owned or leased premises, except for such

controlled substances as have been dispensed to persons in possession of same pursuant to a lawfully issued prescriptions, it being the burden of the occupant to establish that all elements of the foregoing exception apply, the existence of such controlled substances shall constitute a material breach by the occupant of the lease agreement.

Pets:

1. One (1) domesticated dog weighing less than fifty (50) pounds shall be kept or harbored in a unit or permitted in any common element area. At no times shall any dog be unleashed nor unaccompanied.
2. One (1) domesticated house cat may be kept in a unit, but will not be permitted in any common element area.
3. No more than two (2) domesticated birds, caged, will be permitted in a unit.
4. One (1) fish tank not larger than thirty (30) gallons, may be kept in a unit.
5. The pet must not endanger the health and safety, or unreasonably disturb the owner or occupants of any other units.
6. The keeping of pets shall be subject to such rules and regulations as may be issued by the Condominium Association.
7. If a Unit Owner fails to abide by the rules and regulations applicable to pets, the Unit Owner shall be subject to fines and/or removal of the pet from their unit.
8. The Condominium Association may impose a registration fee for each pet and require proof of valid immunizations.
9. In addition, any pet which endangers the health of any unit Owner or occupant of a unit, or which creates a health hazard or nuisance or an unreasonable disturbance, as may be determined by the Condominium Association, must be permanently removed from the property within seven (7) days written notice by the Condominium Association.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit, or in any common element areas.
11. Other customary household pets may be permitted in a Unit, provided that written permission is granted by the Association and that it is not kept, bred or maintained for a commercial purpose; provided they are housed within the Unit and kept under supervision and do not cause or create any nuisance, or unreasonable disturbance or noise, and do not endanger the health or welfare of any person.

Notwithstanding, Units with occupants at the time of adoption of these Rules and regulations may keep those pets, provide the pets are registered and reported with the Association Management and do not

cause or create any nuisance, or unreasonable disturbance or noise, and do not endanger the health or welfare of any person.

Vehicles/Parking:

1. Parking spaces are licenses only and may only be used by Unit Owners in good standing.
2. All vehicles must be parked head on.
3. Any vehicle that is found to be unregistered, has an expired registration, lacks current inspection sticker, or appears to be inoperable for some reason, shall not be parked in any common element area or complex.
4. Each unit with a garage has one (1) assigned parking space located in front of the garage and the unit without a garage will be assigned one parking space for its exclusive use. If any unit occupant has more than one vehicle, it must be parked in an unassigned space or on the street.
5. Parking in another occupant's assigned space is not permitted. Violators may be towed at the vehicle's owner's expense.
6. Parking is not permitted in posted or restricted areas. Parking is not permitted in entryways to parking areas or walkways.
7. Double parking or piggyback parking is not permitted.
8. No vehicle belonging to an occupant, family member, guest or employee shall be left in such a manner as to impede or prevent ready access or egress to any entrance or exit by any other vehicle.
9. Notification to the Association Management for any vehicle that will remain stationary for fourteen (14) days or longer.
10. Parking in a restricted area is a municipal violation and the police may ticket violators.
11. Parking spaces are for motor vehicles **ONLY**. No boats, motor homes, trucks, or other oversized vehicles are allowed.
12. No commercial vehicles are allowed.
13. No inoperable or junk vehicles are allowed.
14. No automobile repair of any kind or extraordinary maintenance, including but not limited to oil changes, are permitted.
15. Washing of any vehicle is not permitted.
16. Vehicles are not permitted to idle.

17. If a Unit Owner fails to abide by the Parking Rules and Regulations, the Unit Owner shall be subject to fines and/or revocation of its parking privileges.

Towing Procedures:

Vehicles may be towed from the Orchard Street Townhomes premises at owner's expense for the following reasons:

1. If an unauthorized car is parked in an assigned space and the owner of the assigned space requests the Towing Company to move it, the following steps will be taken:
  - a) The Towing Company who responds to the call shall verify that the space belongs to the complainant by confirming same with specified appointed members of the Board of Directors, prior to the vehicle being removed/towed.
  - b) After verifying the license rights to the parking space, the Towing Company shall have the authority to remove the vehicle.
  - c) After the vehicle is removed, the Towing Company shall notify the local police that the vehicle has been towed and the telephone number and address to where the vehicle has been towed.
2. If a vehicle is found to be unregistered, or with an expired registration, or lacks a current inspection sticker, or lacks proper license plates, or is inoperable, or has been abandoned by the owner (defined as a vehicle that has not pre-notified with the Association management by its owner and has not been moved from the parking space it occupies (occupied) for six (6) consecutive weeks):
  - a) Association Management may elect to tag the vehicle with a warning that will require removal, valid registration and/or inspection, valid license plates, valid Branch Brook sticker/parking pass by a certain date or the vehicle can be immediately towed at the sole discretion of the Association Management.
  - b) If after a warning is issued, the vehicle is not removed, displaying a valid registration and/or inspection, displaying valid license plates, stickered or obtained a valid parking pass, the vehicle shall be towed at the expense of the owner of said vehicle from Branch Brook property.
3. Any vehicle belonging to a Unit Owner not in good standing as defined by the Master Deed or more than sixty (60) days in arrears on their Condominium Association dues, maintenance and/or special assessment payments is subject to have their vehicle towed without any additional warning or notice.

4. Any vehicle belonging to a Unit Owner whose parking privileges have been suspended and/or revoked due to failure to abide by the Parking Rules is subject to have their vehicle towed without any additional warning or notice.
5. In an emergency, any vehicle that impedes emergency vehicles will be towed at the vehicle owner's expense.

General/Miscellaneous:

1. No occupant shall use or permit the use of their Unit, or do or allow to be done any act that may, or in fact does, disturb, annoy, or endanger the health, safety or welfare of any person in the Condominium Association or the immediately surrounding neighborhood.
2. Nothing shall be done or maintained in any Unit or upon any common element area which would violate any local, state or federal law or regulations.
3. No outdoor clothes lines may be erected, and nothing shall be hung out or exposed on any part of the common element areas.
4. All Units shall be kept in a good state of preservation and cleanliness, and no sweepings, dirt or other substances shall be discharged from any doors, windows or balconies.
5. No signs of any character shall be erected, posted or displayed upon, in, from or above any residential Unit.
6. Any checks made payable to the Condominium Association and returned by the bank for insufficient funds or any other reason shall result in a charge to be determined and in no circumstances less than Twenty Five (\$25.00) Dollars per check.
7. No structural alteration, construction, addition or removal of any Unit shall be commenced or conducted except in strict accordance with the provisions of the Master Deed, By-Laws and any Amendment thereto.
8. No residential Unit shall be permitted to carry on any home business or commercial use, with exception of maintaining a home office that does not involve seeing any clients, vendors or guests.
9. Nothing shall be done or maintained in any Unit or upon any common element area which would increase the rate of insurance on any Unit or common element area, or result in the cancellation thereof, unless the prior written approval of the Condominium Association is obtained.
10. No occupant shall be permitted to install, erect, attach, paste, apply, screw, nail, build, alter, remove, construct or place any object in, on, under, or from the exterior of any Unit or any part of the common element areas, or to make any change or otherwise alter the exterior of

any Unit (including any alteration in door color), without the prior written consent of the Condominium Association.

11. Neither ORCHARD STREET TOWNHOMES AT DENVILLE, INC. or its MANAGEMENT shall be responsible for loss, injury or damage to the personal property or person, Unit Owner or tenant or his guest or visitors, caused directly or indirectly by acts of God, fire, water, theft, burglary, malicious acts, unforeseeable criminal activities, riots, civil commotion, the elements, walks or landscaping, or by the neglect of other occupants or owners of contiguous property.
12. In the event it becomes necessary for ORCHARD STREET TOWNHOMES AT DENVILLE, INC. and/or its MANAGEMENT to employ an attorney to enforce any rule, regulation or other rights under the Master Deed, By-Laws or any Amendment thereto, or Rules and Regulations or any law of the State of New Jersey or Municipal Ordinance, the Unit Owner shall be solely responsible and agrees to pay the actual amount of all costs, expenses and reasonable attorney's fees incurred in connection therewith, whether or not a suit is filed.

Application/Notification of Transfer:

1. In order to provide an orderly procedure in the case of title transfer, and to assist in the maintenance of a current, up-to-date roster of Unit Owners, the owner of the Unit shall give the Association Management timely notice of his intent to list his Unit for sale or rent. No less than fifteen (15) days prior to the actual date of transfer of title/closing or commencement /possession date on any lease, the Unit Owner shall notify the Association management with names, home address and contact information of the purchasers and/or tenants.
2. Notification for the transfer of ownership, leasing or subleasing MUST be filed in advanced with the Association Management and an up-to-date emergency contact form must be completed and submitted to the Association Management, where in the case of a rental, the Unit Owner must also provide the prospective tenant's names, ages, employment contact information, contact information and the contact information for the person responsible for any and all Unit repairs during the term of the lease.
3. Copies of all tenant leases must be on file with the Association Management. No month-to-month or verbal tenancies are permitted.
4. All prospective Unit Owners and Tenants must sign an Acknowledgment and file same with the Association Management confirming they are in receipt of a copy of the Master Deed, By-Laws any Amendments thereto, and the Rules and Regulations and that they are legally bound to and agree to same.
5. Any and all move-in or move-out of Unit Owners or Tenants must be scheduled in advance with the Association Management and only conducted on Mondays, Tuesdays, Wednesdays or Thursdays. There shall not be permitted to be any moving of trunks, furniture, large appliances



and/or heavy baggage or personal property on Fridays, Saturdays, Sundays or Holidays, unless prior written consent is obtained by the Association Management. Any damage caused by the moving or carrying of any articles shall be paid by the Unit Owner or Tenant responsible for the presence of such articles.

6. Any new Unit purchaser shall be a Statement of Account fee to the Association Management in an amount to be determined that shall be no less than One Hundred Fifty (\$150.00) Dollars.

#### **Exhibit B**

#### **Schedule of Current Fines of ORCHARD STREET TOWNHOMES AT DENVILLE, INC.,**

#### **a New Jersey Not for Profit Corporation**

<u>INFRACTION</u>	<u>FINES PER DAY</u>
Unauthorized alterations to Condominium Property, plus cost to repair	\$500.00
Disturbing Noises	\$100.00
Parking Violations	\$100.00
Pet Rule Violations	\$100.00
Window Air Conditioners	\$200.00
Common area storage	\$150.00
Over-occupancy of Unit	\$500.00

In addition to fines, the Unit Owner shall be responsible for the costs of repairs to damaged property. All other violations not covered may be subject to fines at the discretion of the Board of Trustees.

Fines will continue at the amount charged for each day the violation(s) continue after service of notice. Each day is considered a separate violation.

NOTE: The Board of Trustees reserves the rights to issue a notice of violation(s) and intent of levying a fine.