

**RULES AND REGULATIONS
FOR
CHERRY RIDGE CONDOMINIUM ASSOCIATION, INC.**

1. ACCEPTANCE OF RULES AND REGULATIONS

To further implement the condominium plan of homeownership, within Cherry Ridge Condominium Association, Inc. (the "Association"), to preserve the character of the community and to make possible the fulfillment of the intended purposes of cooperative living, each homeowner or occupant, by the acceptance of homeownership or occupancy of his/her unit, shall (under Section 3.02 of Article III of the Master Deed) be conclusively deemed to have accepted, and to have agreed to comply with, the following Rules and Regulations for the Association, as the same are from time to time amended or supplemented by the Board of Trustees of Cherry Ridge. Any consent, approval or disapproval given by the Board of Trustees of the Association under these Rules and Regulations, and these Rules and Regulations themselves, may be amended, supplemented or repealed at any time by resolution of the Board of Trustees.

2. ROLES, RESPONSIBILITIES AND DUTIES

a. Board of Trustees

Board members are elected by the homeowners to serve as policy makers for the Association.

Service is voluntary and the terms of office are dictated by the Association's By-Laws, which were adopted when the Association was first formed. Homeowners are encouraged to run for office. The Board is responsible for the fiscal affairs of the Association and, therefore, the Board's functions include the determination and collection of all maintenance fees and other fees and the expenditure of the funds of the Association for all necessary services.

The Board is also responsible to oversee the management of the Association. The Board's duties include establishing budgets, setting rules and regulations, hiring personnel, notifying all homeowners of meetings and contracting with service providers, such as attorneys, accountants and management companies.

The Board has a responsibility to deal with both long term policy issues, such as legal disputes and governing policies and day-to-day issues such as garbage collection. The Board shall meet as required to make decisions regarding the operation and administration of the Association. As a matter of policy, many of the larger issues will be presented to all Association members at periodic general membership meetings for input (and approval if the matter will require a change in the By-Laws). If a Board member's unit is listed for sale or rent he/she must surrender their seat from the board.

Volunteers are always welcome. There will always be the need for homeowners to become involved in the operation of the Association. Committees may be established annually or as needed.

Committees such as the Nominating Committee, the Maintenance Committee, the Audit Committee and the Rules Committee are just some which either must be or could be formed under the By-Laws to assist in the operation of the Association. If you are interested, please contact a Board member or the Management Company.

b. Management Company

Cherry Ridge Condominium Association, Inc., the grantor under the Master Deed and Declaration of Restrictive and Protective Covenants (hereinafter referred to as the "Sponsor") will, during the period of the Sponsor's control of the Board of Trustees of the Association (i.e., until the sale of 75% of the units to third-party homeowners), manage the affairs of the

Association at no cost to the Association for such services. The responsibilities undertaken by the Sponsor will include, but not limited to, collection of common expense assessments and supervision of the operation and maintenance of the Association and the common elements. Following the expiration of the period of the Sponsor's control of the Board of Trustees of the Association, the Association may elect to hire (pursuant to contract and for a management fee) the Sponsor or any entity affiliated with the Sponsor or any independent third party to manage the affairs of the Association and carry out the day-to-day management duties of the Association.

This service may be contracted out annually to a company that is found by the Board to be able to provide the kinds of services that the Association needs. The range of services to be provided by a management company will depend upon the terms of the contract executed between the Association and the management company. In general, the duties will include billing and collecting monthly maintenance fees, keeping the financial records of the Association, providing guidance to the Board in its preparation of the budget, coordinating with accountant and the attorney, managing the accounts payable, and hiring sub-contractors for necessary maintenance and repairs.

The management company is not responsible for repairs, or dealing with non-emergency problems, within individual units. However, if something goes wrong within an individual unit that could affect the neighboring units (e.g., a gas or water leak), the Management Company will make every effort to contact the unit owner.

c. Homeowners

The Board is only a reflection of the community. Individual homeowners bear the greatest responsibility for the smooth operation of the Association.

Responsibility for each unit begins with each individual homeowner! Homeowners are responsible for everything that goes on in their unit, including its maintenance, the conduct of tenants, the behavior of guests, the actions of their children and the adherence by all parties to these Rules and Regulations. This applies whether the homeowner is present or not.

Homeowners are responsible for knowing the Rules and Regulations. They are responsible for attending Association meetings, paying their maintenance in a timely fashion and being involved in the running of the Association. That could mean involvement on the Board of Trustees or a Committee, or it could mean action as simple as picking up litter, sweeping a walkway, or helping a guest learn the Rules and Regulations. Altogether, this will add to a spirit that enhances the investment made by all homeowners.

Homeowners who lease may do so only in accordance with Section 5.07 of the Master Deed and only with the prior written approval from the Board of Trustees. Homeowners who lease carry a great responsibility. Not being present on site or not personally knowing a tenant is no excuse for a homeowner shirking his/her responsibility. Prior to signing a lease, a homeowner must make sure he/she has complied with the requirements of Section 5.07 of the Master Deed. By signing a lease, homeowners are assuming additional responsibility.

Homeowners must start by making sure to mail to the Association and management a copy of the Tenant Registration form and a copy of the executed lease agreement which may be redacted to delete (1) the amount to be paid on account of rent and/or additional rent and (2) other financial information. Above all, homeowners are responsible for making sure that tenants understand the Rules and Regulations, a copy of which must accompany each and every lease.

Homeowners who lease will also be responsible, if required by the Town of Boonton (the "City"), for filing an application for a certificate of occupancy each time the unit is leased.

d. Tenants

Tenants are responsible for knowing and abiding by the Rules and Regulations. Tenants are also responsible for informing their guests of the Rules and Regulations and assuring their compliance. Tenants must cooperate with the Association, Management and/or other contractors when access to a unit is required for repairs, insect control and other purposes.

e. Homeowners and Tenants

Homeowners and tenants should inform Management immediately if a rodent or insect infestation occurs. If you have a problem, please call Management, an exterminator will be dispatched at no cost to you. Since the Association is a multi-family complex, it is important to keep such problems under control. The common elements (the common areas) will be treated as required.

All homeowners, occupants and tenants must cooperate in making sure the community operates smoothly. Community living requires the cooperation of everyone and, although there may seem to be many rules and regulations, they are necessary to assure a quiet, comfortable atmosphere in which to live.

3. GENERAL

a. Financial Responsibility for Damage

Homeowners and occupants will be held financially responsible for damage, injury or destruction caused to the common elements (common property and facilities) and/or other units by themselves, their children, guests, tenants or pets.

b. Use of Units

No unit (except those unit owned by Cherry Ridge Condominium Association, Inc. and used as a sale office, administrative office or model) shall be occupied and used by an

homeowner or occupant for any purpose other than as a private single-family residential dwelling for the homeowner or occupant, his/her family, tenants and social guests; and no business, trade or professional shall be conducted in any unit; provided, however, that the foregoing restrictions are not to be interpreted as prohibiting an area of a unit from being used as a home office, provided that:

1. No signs of any type are displayed.
2. No additional vehicular or personal traffic is generated beyond that normal for a residential unit.
3. No provisions of these Rules and Regulations or the Master Deed or the By-Laws are violated.
4. No zoning ordinances are violated.

c. Leasing of Units

No unit shall be leased by a homeowner except in accordance with Section 5.07 of the Master Deed, Section 13.01G of the By-Laws and the fourth and fifth paragraphs of Section 2(c) of these Rules and Regulations.

d. Complaints and Inquiries

Until such time, following the expiration of the Sponsor's control of the Board of Trustees of the Association, as the Board of Trustees has hired (pursuant to a contract and for a fee) the Sponsor or an entity affiliated with the Sponsor or an independent third party to manage the affairs of the Association, complaints, requests and inquiries should be directed to the Management Company by signing into your portal (www.gervinmgmt.appfolio.com/conncet)

4. INSURANCE

Nothing shall be done or kept in any unit or in the common element* (including the limited common elements*) which will increase the rate of insurance for the building in which the unit is located, or any other building or unit, or the common element (including the limited common elements), or the contents thereof, without the prior written consent of the Board.

No homeowner or occupant shall permit anything to be done or kept in his/her Unit or in the common elements (including the limited common elements) which will result in the cancellation of insurance for any of the buildings, including the common elements and limited common elements, or any other unit, or the contents thereof, or which would be in violation of any law.

The use and storage of portable gasoline generators and gasoline storage containers within the community is strictly prohibited. Failure to comply with any of the terms, conditions, or limitations outlined in this rule shall subject the Unit Owner to fines and other enforcement provisions and proceedings in accordance with and as set forth in Article X, Section 10.01 of the Master Deed, including but not limited to the right of the Association to remove and store or dispose of any unapproved or non-compliant generator at the cost and expense of the Unit Owner, with such costs being collectible in the same manner as unpaid common expenses. Each day of failure to comply with the terms and conditions of this resolution may be treated as a separate event, subject to any limits imposed by applicable laws.

The Common Elements shall consist of the entire Condominium Property. Limited Common Elements are those Common Elements which are restricted to the use of specified Condominium Units to the exclusion of other Condominium Units. They include: decks,

balconies, patios, entranceways, exterior stairways, porches, steps, and stoops to which there is direct access from any such Condominium Unit and the use of which is by design limited to the Owners or occupant of such Condominium Unit.

5. PROHIBITED VEHICLES

Only passenger automobiles, passenger vans, motorcycles, mopeds and other similar vehicles shall be authorized to park in such portions of the common elements and limited common elements areas as are specifically designated by the Board for parking and/or storage of vehicles.

The following vehicles shall hereinafter be referred to as “prohibited vehicles”: abandoned vehicles, disabled vehicles, stored vehicles, boats, boat trailers, campers, trailers of any kind, recreational vehicles, trucks, vehicles primarily used for commercial purposes, and vehicles with commercial writings on their exteriors. Prohibited vehicles are strictly prohibited from being parked, stored or allowed to remain on the common element and limited common element areas, except in such portion or portions thereof, if any, as are specifically designed by the Board for parking or storing prohibited vehicles.

Notwithstanding the above, trucks and commercial vehicles shall be allowed temporarily on the common elements (including the limited common elements) during normal business hours for the purpose of serving any unit or the common elements (including the limited common elements); provided that no such vehicles shall be authorized to remain on the common elements (including the limited common elements) overnight or for any purpose except serving a unit or the common elements (including the limited common elements).

a. Definitions

For the purposes of these Rules and Regulations, the following terms used herein are

defined as follows:

(i) An “abandoned vehicle” shall mean any vehicle that is either obviously inoperable or does not have a current operating license, and remains parked for fourteen (14) or more days.

(ii) A “disabled vehicle” shall mean any vehicle that is either not in current operating condition or does not have a current operating license.

(iii) A “stored vehicle” shall mean any vehicle other than an abandoned vehicle (a) which remains parked in the same location for fourteen (14) or more days or (b) which is put on blocks or is covered with a tarpaulin and remains on blocks or so covered overnight.

b. Procedure:

If any vehicle is parked on the common elements (including the limited common elements) except as authorized by these Rules and Regulations, a notice shall be placed on the vehicle (i) designating the provision hereof which is being violated, (ii) indicating that, after the continuance of two (2) additional days, the vehicle may be towed, (iii) designating the name and telephone number of the person who will do the towing and (iv) setting forth the name and telephone number of the persons to contact regarding the alleged violation; provided, however, that, in a situation where a vehicle is parked in a fire lane or is blocking another vehicle, no notice shall be required and the vehicle may be towed immediately.

If the vehicle on which such notice has been placed is not moved within two (2) days after the placement of such notice on the vehicle, the vehicle may be towed in accordance with the notice, without further notice to the homeowner or user of the vehicle. Any fee or expense incurred for towing and storage of any such vehicle shall be paid by the owner or user of the vehicle.

c. Alternative Procedure

Notwithstanding anything to the contrary in this Section 5, the Board may elect to exercise such other remedies as the Board may have under the Master Deed or by By-laws or as provided by law.

d. Liability

If a vehicle is towed in accordance with this Section 5, neither the Association nor any director, officer, employee or agent of the Association shall be liable by the homeowner or user of such vehicle for any claim of damage as a result of the towing activity.

6. DOGS, CATS AND OTHER PETS

A total of two (2) domestic animals may be housed in each unit, provided, however, that such domestic animal(s) may not be kept, bred or maintained either in any common element (including the limited common elements) or for any commercial purpose, and may not endanger the health or welfare or unreasonably disturb the Homeowners and occupants of any other unit.

No other pet may be housed, kept, bred or maintained in a unit without the prior written consent of the Board, which consent shall list any restrictions deemed appropriate in the circumstances by the Board,

The following rules shall be strictly enforced:

a. No outside pet enclosures or pet runs or yards of any kind may be erected, placed or permitted or be used or remain on any portion of the common elements (including the limited common elements).

b. All pets (including dogs and cats) are to be curbed and under leash at all times when outside the Homeowner's or occupant's unit (they may not be permitted to run free).

- c. Pets must be curbed and pooper scoopers must be used, IT'S THE LAW.
- d. All Homeowners and occupants MUST "clean up after their pets".
- e. Pets are not to be left outside unattended at any time.
- f. Cat litter must be double bagged and placed in plastic bags prior to disposal in a dumpster.
- g. CAT LITTLE MAY NOT BE FLUSHED DOWN A TOILET.
- h. In addition to other fines which may be imposed by the Association and/or the City, Homeowners and occupants will be held responsible for any damage caused by their pets to the common elements (common areas), limited common elements, shrubbery, lawns and plants.
 - i. Homeowners and occupants must, if required by the City, have their dogs and cats licensed by the City or the City of their permanent residence, and must be able to provide proof of same upon request.
 - j. No feeding of pets, domestic or wild, outside of a unit shall be permitted. The keeping of pets and their ingress, egress and travel upon the common elements (including the limited common elements) shall be subject to this Section 6 and such other rules and regulations as may from time to time be issued by the Board. If a Homeowner or occupant fails to abide by this Section 6 or such other rules and regulations applicable to pets, the Board may bar a pet from use or travel upon the common elements (including the limited common elements).

Any pet which endangers the health or welfare of any homeowner or occupant of a unit or which creates a health hazard or a nuisance or an unreasonable disturbance, as may be determined in the sole discretion of the Board, must be permanently removed from the unit by the homeowner or occupant no later than seven (7) days after the Board's mailing of a written notice to the homeowner or occupant requiring the removal of such pet from such unit.

7. **SIGNS**

No advertising signs of any kind, including, by way of illustration, “For Sale” signs, “Commerce” signs or similar notices or signs, shall be erected, placed or permitted by a homeowner or occupant to be hung or displayed or placed on the outside walls or doors or in the windows of any Unit or on any of the common elements (including the limited common element) without the prior written consent of the Board.

8. **TRASH, RUBBISH, DEBRIS AND GARBAGE**

All trash, rubbish, debris and garbage shall be regularly removed by a homeowner or occupant from his/her unit and shall not be allowed to accumulate therein.

All such trash, rubbish, debris and garbage shall be placed in plastic bags for removal from the unit and then placed in a plastic or metal trash container with a lid, marked with Unit number. Empty cans must be brought in from curb by 6 pm on pickup days.

No trash, rubbish, debris or garbage is to be placed outside of any unit except at curbside as instructed by the Town of Boonton or as instructed by Management. No portion of the common elements (including the limited common elements) or any other portion of the Association’s property shall be used or maintained for the dumping of trash, rubbish, debris and garbage.

Homeowners and occupants must abide by all trash, rubbish, debris, garbage and recycling laws of the State and ordinances of the Town, which laws and ordinances are incorporated herein by reference. Large furniture and bulk items should not be put out sooner than 24 hours before garbage pickup. Large bulk items that do not fit into a garbage can must have a sticker attached. Stickers can be purchased from the Town of Boonton.

9. PLANTING, GARDENING, AND FENCES

No planting or gardening shall be done that the Association would be responsible to maintain. No planting shall interfere with landscaping and snow removal contractors. No fences, hedges or walls shall be erected or maintained, upon the common elements, (including the limited common elements) except such as have been installed by the Association or have been approved in writing in advance by the Board.

10. MAINTENANCE OF COMMON ELEMENTS (INCLUDING LIMITED COMMON ELEMENTS)

No homeowner or occupant shall have the right to contract for or perform any maintenance, repair, replacement, alteration or modification in or upon, or change the appearance of, paint or otherwise decorate, any portion of the common elements (including the limited common elements).

Each homeowner and occupant is responsible to promptly report to the Board any defect in, or need of repairs to, any of the common elements (including the limited common elements). The responsibility for the maintenance and repair of the common elements (including the limited common elements) shall be the responsibility of the Association.

11. NUISANCE

No noxious or offensive activity shall be carried on in any unit or on the common elements (including the limited common elements), nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to any homeowner or occupant of a unit, or interfere with the rights, comforts, or conveniences of the homeowners or occupants of other units.

12. UNSIGHTLY OR UNKEMPT CONDITIONS

No homeowner or occupant shall engage in any hobbies or other activities (including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices) which cause disorderly, unsightly or unkempt conditions in any unit or on the common elements (including the limited common elements).

13. WINDOW COVERINGS

Draperies, blinds, shades, curtains, and/or window coverings must be installed by each homeowner and occupant on all windows of his/her unit and must be maintained at all times, except as to units owned by the Grantor.

14. EXTERIOR APPEARANCE OF UNIT

No homeowner or occupant shall cause to be hung or displayed any laundry or other clothes, garments, rugs, blankets, clothes lines, window air conditioners, flags with the exception of the flag of the United States of America as per Congressional Research Service Report for Congress, Order Code RL30243, Page 14, updated April 14, 2008.

The bracket for the display of the American flag must be on the front pillar. The flag can be displayed from sunrise to sunset or at all times if illuminated during darkness. No exceptions will be made and any damage to the pillar or any common or limited common element will be at the responsibility of the homeowner to repair or replace.

No exterior loudspeakers shall be permitted, with the exception of loudspeakers contained in portable radios or television sets.

No unshielded floodlights and no new electrical lighting shall be installed upon the exterior area of any unit or the common elements (including the limited common elements).

Solar powered lighting on walkways is permitted.

No external or visible radio, television or communication aerial shall be installed or affixed on or about, or erected on, the exterior area of any unit or the common elements without board approval; however if a homeowner wishes to install a wired or wireless security camera for protection they may do so at their own expense, provided the camera faces only in the direction of the homeowners doors, and does not face in the direction of neighbors windows or doors, and the Board approves the camera(s) before they are installed. If owners wish to install a security camera on the outside of their unit, which requires the camera to be screwed into the siding, homeowner must submit a Property Modification Form to the Board. Homeowner will be responsible for any damage to property or any injury sustained, due to installation of camera. Homeowner will be required to repair siding when the camera is removed. Location subject to management approval. Homeowner understands that the unit needs to be back to original condition upon sale.

Holiday Decorations – Homeowners may put up holiday decorations subject to the following guidelines:

- A. No open flames are allowed
- B. Electrical cords must be exterior rated
- C. Holiday decorations may be displayed up to 30 days before the holiday and taken down no later than 30 days after.

15. OBSTRUCTION AND IMPAIRMENT OF COMMON ELEMENTS

Entranceways, passages, courts and patios shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a unit or the Association's property. The lawn portions of the common elements (common areas) may be used for the pleasure and

recreation of all homeowners and occupants and their guests.

No homeowner or occupant shall take or cause to be taken any action within his/her unit which would jeopardize the soundness or safety of, or adversely affect, any part of the Association's property or the common elements (including the limited common elements, or impair any easements or rights appurtenant thereto. No waste (i.e., destruction or alteration or deteriorating action by a person rightfully in possession) should be committed in any of the common elements (including the limited common elements).

16. BURNING, CHOPPING OR CUTTING

No homeowner or occupant shall burn, chop, cut, build, plant or maintain any matter or thing upon, in, over or under the common elements (including the limited common elements) without the prior written consent of the Board.

17. HEAT

Each unit must be heated to the extent necessary to prevent damage from freezing temperatures during the months of October through April, inclusive, regardless of whether or not such unit is occupied.

18. IMPROPER OR UNLAWFUL USE

No improper or unlawful use shall be made of any unit or the common elements (including the limited common elements), and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed by all homeowners and occupants of all units.

19. USE OF COMMON ELEMENTS

Except for the limited common elements restricted to the use of specified units to the exclusion of other units, the common elements shall only be used for the furnishing of services and facilities for which they are reasonably intended and suited and which are incident to the use

and occupancy of the units.

20. USE OF GARAGES

All garage doors shall be kept closed at all times except when entering or leaving

21. VIOLATIONS AND LATE CHARGES AND FINES

a. Late Charges and Fines

The Board has adopted the following late charges and schedule of fines:

(1) In the event any payment due the Association from any homeowner or occupant is delinquent for more than ten (10) days after it is due, or for such longer period of time after it is due as the Board in its sole discretion may determine, the homeowner or occupant shall be assessed a late charge of five (5%) percent of the amount due for each occurrence. Such late charge shall be in addition to (i) any other interest due the Association and (ii) such collection and/or legal fees and expenses as are incurred by the Association for collection.

Each payment to the Association shall be deemed made on the date of the U.S. postal mark or the date of receipt thereof by any private carrier such as Federal Express, Airborne Express and the like, as indicated in such private carrier's delivery slip.

Common expense (maintenance) assessments, which are the subject of Section 16.07 of the Master Deed and Section 12.02 of the By-laws, shall be DUE AND PAYABLE on the FIRST day of each month in advance. If for some reason, a homeowner does not receive a monthly statement, the homeowner is still required to make his/her payment on the FIRST day of each month in advance.

(2) A fine of not more than \$100.00 may, in the discretion of the Board, be imposed upon any homeowner for each violation by said homeowner, or an occupant or guest of his/her unit, of any provision of these Rules and Regulations or the By-laws or the Master Deed. In

addition, each day any such violation continues after the receipt by the homeowner of notice of such violation shall be considered a separation violation.

(3) Fine Schedule:

- Notice sent from Management to homeowners advising of violation
- If not corrected warning letter issued with deadline to be corrected
- If violation still not corrected; fine of \$10 per day is assessed until homeowner is in compliance
- If subsequent violation of same rule occurs by same owners, fine is increased to \$20 per day until in compliance.
- If violation occurs again, fines increased to \$30 per day etc.

b. Enforcement

Any late charge or fine assessed against a homeowner under this Section 21 shall be deemed to be a special Assessment within the meaning of Section 12.02D of the By-laws and Section 16.07A(5) of the Master Deed, and shall be deemed to be both a personal obligation of the homeowner and lien against the homeowner's unit under Section 12.02E of the By-laws and Section 16.07A(6) of the Master Deed.

The payment of any such late charge or fine shall be enforced in accordance with the provisions of Section 12.05 of the By-laws and Section 16.07D of the Master Deed, which provide for simple interest at the rate of 18% per annum and require the homeowner to reimburse the Association the costs of collection, including reasonable attorneys' fees. In addition to the remedies permitted under the By-laws and the Master Deed, the Association shall also be entitled to elect to remedy any delinquent payment or other violation by way of "self-help" and shall, in the event of such election, be entitled to reimbursement by the homeowner for such collection

costs as are incurred in connection with such election.

c. Other Remedies

The imposition of late charges and fines and the election by the Association to remedy any delinquent payment or other violation by way of “self-help” shall be in addition to any other remedies which may be available to the Association, the Board and/or Management under the Master Deed and/or the By-laws.

d. Non-Appealability of Determinations

All determinations of the Board under this Section 21 shall be binding and non-appealable.

Revised: Board Approved 2/22/18

Revised Approved September 26, 2019

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Revised: Approved December 2, 2021