

# THE FOUNTAINS AT SEA BRIGHT CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS

REVISED 07/12/10

These Rules and Regulations are the continuing result of policy determined by the Board of Trustees (herein after referred to as the "Board") of The Fountains Condominium Association at Sea Bright, (hereinafter called the "Association") under the mandate of the applicable Articles and Sections of the Master Deed and By-Laws.

### ARTICLE 1: MAINTENANCE FEES AND ASSESSMENTS (Rev. 6/07)

#### Section 1:

All monthly maintenance fees are due on the first of each month. A late charge of \$ 25.00 per month shall be levied on all payments not received by the 15<sup>th</sup> day of the month.

#### Section 2:

All special assessments must be paid on or before the due date. After the 15<sup>th</sup> day after the due date, arrears shall be subject to a late charge, as set forth in the special assessment.

#### Section 3:

Non-payment of monthly maintenance fees, fines or special assessments for a period of three months will result in the imposition of a lien and the commencement of legal proceedings against the Unit. Costs associated with such legal proceedings and the placing and removing of such liens will be for the account of the Unit Owner. **Unit Owners delinquent in such charges will not be considered "owners in Good Standing" and as such are subject to the loss of voting and recreational privileges.**

#### Section 4:

Foreclosure proceedings and/or person judgment shall be instituted against any Unit Owner who is three months in arrears on their maintenance fees, fines or special assessment. Legal expenses incurred in such a collection will be for the account of the delinquent owner.

#### Section 5:

The right to modify the above action rests solely with the board when and if, in their opinion, mitigating circumstances exist. It shall be the responsibility of the Unit Owner to advise the Board of such circumstances on a timely basis.

## **ARTICLE 2: SALES AND LEASES** (Rev. 3/09)

### Section 1:

The Association Standard Lease form prescribed by the Board must be used by all Unit Owners who lease their apartments. It is the obligation of the Landlord/Unit Owner to obtain this form. The latest edition of this is available from the Management Company.

### Section 2:

This standard lease must be used for every rental period. The term minimum is 12 continuous months. The completed lease must be submitted to the Board for approval at least 15 days prior to the effective date of the lease. In this procedure, the owner mails or delivers the lease to the Management Company, which then mails the lease to the Board of Trustees within 3 business days. Within 7 additional business days, at least three Board members shall sign and return the approved or rejected Lease Approval Form to be attached to the Owner's lease. Failure by the Board to return Approval Form on or before the seventh day shall be deemed an Approval of the lease. See also By-Laws Article VII. Failure to comply could result in the tenant being considered a trespasser and treated accordingly and/ or fines levied on the Unit Owner. Subletting is prohibited.

### Section 3:

The Association requires a TENANT SECURITY DEPOSIT of \$ 250.00 from each landlord/Unit Owner who has not previously made such deposit. The purpose of the deposit is to protect the Association from losses resulting from damages to the common element caused by tenants and to encourage tenant compliance with the RULES AND REGULATIONS. It is suggested that landlord/lessor-Unit Owners obtain this deposit from their tenants. The Association may deduct from this deposit the current charge for replacement of Unit or beach keys, with written notice of such change to the Landlord/Owner.

### Section 4:

A copy of these RULES AND REGULATIONS must be provided to each new tenant by the Owner and a copy of the RULES AND REGULATION AGREEMENT shall be signed by the tenant, indicating understanding and agreement to comply.

Section 5:

In order for the proposed lease to qualify for approval, in addition to the timely submission noted in Section 2 of this Article, it must be accompanied by:

The signed RULES AND REGULATION AGREEMENT

The Tenant Security Deposit

A copy of the Tenant's vehicle registration in order that a Parking Permit decal can be issued. (See Article 3)

These documents must be submitted concurrently with the Lease.

Section 6:

Failure to comply with this Article shall result in the proposed Lease being disapproved, null and void, which may result in assessment of reasonable administrative fees.

Section 7:

All contracts of sale must be resubmitted to the Board for the Right of First Refusal. All contracts of sale must be submitted to the Board for Right of First Refusal at least 30 days prior to anticipated date of closing of title. On or before the Title Closing, the Owner shall give to the purchaser all applicable keys including the beach key. If an Owner fails to turn over all applicable keys, the Owner is liable for the cost of replacement of keys and any reasonable attorneys fees and costs necessary to obtain same.

Section 8: (Added 3/09)

Prior to receiving Association approval of any Sale or Lease agreement, the Unit Owner shall provide proof that a valid Certificate of Occupancy has been issued for the Unit by the Borough of Sea Bright.

Section 9:

Failure of Unit Owners to adhere to the provisions of this article may result in fines of up to \$500.00 per month.

Section 10:

When leasing a Unit, all rights and privileges of a Unit Owner under these Rules and Regulations shall transfer to the Tenant unless specifically stated otherwise.

## **ARTICLE 3: PARKING** (Rev. 7/10)

### Section 1:

Parking privileges on the Association property are by special revocable permit only.

### Section 2:

Parking is permitted in designated parking spaces only.

### Section 3:

Parking parallel to the buildings is prohibited. It is permissible to temporarily parallel park for not more than 20 minutes while loading or unloading a vehicle. Moving vans may parallel park during loading and unloading, but only in a manner which permits free movement of traffic and access to parked vehicles.

### Section 4:

Association provided resident Parking Permit decals must be prominently displayed in the vehicle's window. Association issued guest passes must be also prominently displayed to avoid having the vehicle considered in trespass and subject to towing at the Owner's expense. Guest's vehicles are also subject to these regulations. Decals shall be prominently displayed on the driver's side rear window. Guest passes shall be placed on driver's side dashboard.

### Section 5:

Each unit is limited to two unit decals, and two guests passes, which shall be obtained by submitting a copy of the automobile registration to the Management Company. It is the responsibility of the Unit Owner to obtain new decals and register replacement vehicles with the Management Company.

### Section 6:

Non-Standard Vehicles i.e. Vans, Trucks, Motorcycles and Trailers (except "Sports Utility" types) are prohibited unless the vehicle meets the criteria below or the express written consent of the Board of Trustees has been obtained.

Vans – Cannot have commercial lettering, graphics or equipment unless the Board of Trustees expressly approves same and then only for parking west of the shed of the Southside.

Trucks – No trucks of any size or weight, with or without commercial plates, with or without caps, except those possessing approved parking permit decals.

Trailers – With written Board permission, trailers may park for a maximum of three days.

Non-Standard Vehicles meeting the above criteria are permitted to park in a specially designated area in the parking spaces between the south shed and the bulkhead.

Section 7:

Parking of vehicles that are unused for a period of thirty days or more is prohibited without specific Board approval. Improperly registered vehicles are prohibited.

Section 8:

Any violation of these parking regulations may subject the vehicles to towing at the vehicle owner's expense.

Section 9: (Added 07/10)

Only the management company or members of the Board of Trustees may contact the towing company with regard to towing vehicles from the Association's parking lot. Any unit owner who contacts the towing company will, without further warning, be automatically subject to a fine of not less than \$ 100.00 per incident as well as made responsible for any fees incurred by the Association due to the unit owner's improper contact with the towing company.

**ARTICLE 4:**

**FOUNTAINS AT SEA BRIGHT DOCK POLICY**

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**RULES AND REGULATIONS REV. 06/07**

Section 1:

Our dock is a private, not public facility and is governed by Association RULES AND REGULATIONS together with policy as established and amended from time to time by the Board whose decisions are final.

Section 2:

The policy objectives of Association dock management and slip assignment is to provide maximum utilization of the dock, consistent with fairness, with priority generally given to ongoing slip holders. (See slip assignment priorities below). While facilities are limited, we strive to provide slips for all qualified applicants within the physical possibilities of the dock configuration and the specific limitations and boundaries of our Riparian Lease from the State of New Jersey.

Section 3:

A. - Slip assignments are made to specific owners and specific boats. Any changes or switching must have prior written Board approval. The Board reserves the right to reassign and relocate slips during the year as circumstances may require.

B. - Any use or occupation of a slip or part thereof not assigned, without Board and assigned slip holder's prior approval, is strictly prohibited.

C. - No boats will be docked or moored in any area of the dock or bulkhead without specific written approval of the Board.

D. - Temporary dockage of your guest's boat within your slip is permitted only with prior written Board approval. Unauthorized dockage will be considered trespass and may be towed at owner's expense, with collection of reasonable attorneys fees and costs.

E. - Any change in dock configuration, pilings, floating docks or dock boxes require specific prior written Board authorization. Should such changes be permitted, the slip assignee will be responsible for the costs of the alterations as well as the return of the slip to its original configuration when vacated.

F. - Boat trailer storage is prohibited both on Association property and the adjacent property to our south. (See Article 3, Parking, Section 7).

G. Slip applications for boats with joint ownership are discouraged and will be considered only under special circumstances.

H.- No commercial activities are permitted at or from the dock.

I.- Children under the age of 13 must be accompanied by an adult while on the dock.

J. - The dockage season is normally April 1 to November 1. All boats shall be removed on or before November 30 of each year. Failure to do so shall result in a loss of slip-holding rights the following season unless the boat owner has done the following: (1) apply for permission, in writing, from the Board of Trustees to keep the boat in the water; (2) sign a "hold harmless agreement" so as to indemnify the Association for any damage that might be caused by leaving the boat in the water; and (3) agree to pay \$ 50.00 a month, to the Association's Reserve Account, during the time in which the boat remains in the water.

K.- Swimming or diving from the dock is strictly prohibited.

L.- Refuse is to be placed in the dumpster or recycling containers as is appropriate.

M.- Slip holders are also obligated to:

Insure that their boats are tied off safely and properly to prevent damage to other boats at the dock.

Keep the dock clean and clear of obstructions.

Rectify immediately any act deemed a nuisance by the Board.

Assume responsibility for their guests or persons visiting the boat or dock.

N.- Owners assume full responsibility for the acts of their tenants who are slip holders. Owners, who under the standard lease have transferred their right to be a slip holder to their Tenants, nevertheless assume full responsibility for the acts of their Tenants who are slip holders.

O. - The responsibilities under this Article are subject to the terms of the Slip-holding Contract. The terms of the contract are incorporated herein. Violation of Association RULES AND REGULATIONS and DOCK POLICY may result in the removal of the concerned boat at the Owner's expense and risk and/or fines to the Unit Owner responsible.

#### Section 4:

##### General

Residents of the Association may use the dock for strolling, sunning and for fishing in the slips that are not occupied.

Boarding of any boat without permission of the Owner is strictly prohibited unless warranted by emergency conditions.

The Association assumes no responsibility for damages to or loss of boats and/or property, or for personal injury associated with dock use or activities. **USE AT YOUR OWN RISK.**

The docks, finger docks and floating docks are part of the Condo Association Common Area. Residents are permitted to use the same for access to boat slips. There shall be no private ownership of docks, floating docks and finger docks.

Slip ladders, if desired by any slip holder, shall be provided, installed and maintained at the shareholder's expense.

#### Section 5: (Rev. 8/05)

##### Slip assignment priorities

Slip assignment priorities shall be given in this order, with only one slip per Unit being permitted. Decisions by the Board of Trustees are to be given in writing to the Unit Owner or Tenants applying for permits.

A. - Resident Owners in good standing (ROIGS) who paid for a slip the previous year. Second slip permit is permitted only if any slips are unassigned after applications under A through F are processed. Assignment of a second slip during one season does not guarantee assignment of a second slip in any future season.

B.- ROIGS applying for the first time.

C.- Tenants of Owners in Good Standing (OIGS) who paid for a slip the previous year.

D. - Tenants of OIGS applying for the first time.

E. - Close relatives of ROIGS who paid for a slip the previous year.

F. - Close relatives of ROIGS applying for the first time.

Slip assignments are at the Board's discretion in keeping with the stated policy objectives. Board decisions are final.

Section 6 (A):

Applications and timetable.

Applications will be distributed to Owners (who must pass them on to Tenants) by February 1<sup>st</sup>. The Applications, together with a \$ 100.00 deposit and copies of current boat liability insurance and registration should be returned by March 1<sup>st</sup>. In the event of over subscription, postmark dates will be used to determine priority. The receipt of application will be acknowledged. Advice of slip assignment and a form contract and amount of balance due will be made by April 1<sup>st</sup>. The balance of fee, the rate of which shall be determined by the board, together with signed contract and all documentation are due before slip occupancy, but no later than May 1<sup>st</sup>, for Board of Trustees review. Non receipt of balance by this date will result in the slip being made available for reassignment and loss of deposit. (In such cases the deposit will be returned only when the slip has been paid in full by a new user). Placement of the boat into a slip before all fees are paid will incur a fine.

If after the payment of all slip fees the status of a slip holder changes, (for example), the owner sells or begins to rent their Unit, at the discretion of the board the owner may be required to relinquish the slip for a pro-rata refund of slip fee paid. In any case, such a status change will deny slip availability to that Owner/Landlord in subsequent seasons, unless the status changes to Owner/Occupant.

Section 6(B): (Rev. 2/06 - to be effective as of the 2007 boating season)

Slip fees – The slip fees shall be determined on an annual basis by the Board of Trustees.

All sums received from boat owners shall be kept in a separate account or by separate line items of all financial statements and shall be used for slip related expenses only. However, once all slip related expenses have been paid, the Board of Trustees may choose to transfer any remaining balance to the Association's general operating or reserve accounts.

In the event funds in the slip reserve are insufficient to meet all expenses, the Association shall make available funds from other accounts the Association may have. These funds will then be placed back in the accounts from whence they came by the boat owners in a manner consistent with generally accepted accounting procedures.

Section 7: (Added 6/07)

**Kayak Policy**

The Association has limited space for Kayak storage along the side of the South Shed. Applications to store kayaks in this space shall be made available to all Unit Owners by February 1<sup>st</sup> of each year. The assignment of the limited storage space shall follow the same priority list as that utilized for slip assignments in the marina. Assignments shall run from April 1<sup>st</sup> to April 1<sup>st</sup> of the following year and shall be at a cost to be determined annually by the Board of Trustees.

Kayaks may not be stored anywhere else on Association property other than within the South Shed itself.

**ARTICLE 5: POOL AND COMMON GROUNDS POLICY** (Rev. 02/10)

Section 1:

All Unit Owners, Tenants and guests using the Association pool must comply with the New Jersey Swimming Pool code Requirements. These requirements are published in updated form in May of each year by the New Jersey Department of Health and will be posted in the pool area.

Section 2:

**The Association does not maintain a lifeguard therefore use of the pool is at the user's risk. Swimming alone is specifically prohibited.**

Section 3: (Rev. 06/07)

Pool Hours – 9:00 AM until dusk. The Board of Trustees may set hours for adult only swim.

Beverages in glass containers of any form are prohibited from the pool area.

Food consumption is permitted in the wooden deck area adjacent to the pool. Cooking or food consumption is prohibited in the pool enclosure.

People using the pool must wear bathing suits. Infants wearing diapers **MUST** have suitable rubber pants over diapers.

A maximum of four guests per unit is recommended.

Children under 6 years of age must be accompanied in the pool by an adult.

Persons under 16 years of age are not allowed in the pool unless supervised by an adult.

Splashing, horseplay, ball playing in or about the pool area is prohibited.

Bicycles, scooters, etc., are not allowed in the fenced pool area.

Inner tubes, scuba equipment, toys, water pistols, etc., are not permitted in the pool.

No pets of any kind are permitted in the pool area.

Bathers must shower prior to entering the pool and are restricted from using soap or other substance in the pool.

Jewelry wear is prohibited in the pool, owing to the fragile nature of the pool liner.

Persons exhibiting signs of cuts, sores or open wounds are not permitted in the pool.

Personal pool furniture and possessions must be removed from the pool area at the end of the day or may be considered abandoned or discarded.

Bringing items of value to the pool should be avoided as the Association cannot guarantee their safety and will assume no responsibility.

Violations of the Pool Policy may result in loss of pool privileges.

Use of the pool is entirely at the individual's risk.

Guests of residents are not permitted to bring guests of their own to the pool area unless the resident is also present.

#### Section 4 - **Party Policy**: (Added 02/06)

Guests of residents and parties held by residents shall not be permitted to congregate on the Association's common property other than in the common pool/patio area.

If residents or any group of Unit Owners wish to have parties or guests, consisting of over fifteen (15) people, and intend to utilize the Association's common pool/patio area, they must first seek the express written approval of the Board of Trustees at least fifteen (15) days prior to the date for which permission is being sought.

Section 5: (Added 02/10)

All on-site recreation is limited to the pool and common patio areas. Personal use of the landscaped or grassy areas of the complex are expressly prohibited.

Section 6: (Added 02/10)

The walkways and sidewalks of the complex are intended for ingress and egress only. Obstruction of the walkways or sidewalks is prohibited.

Section 7: (Previously Article 11, Section 2 - Renumbered on 02/10)

Ball playing, roller-skating, skateboarding, Frisbee use, etc., is not permitted on Association property. Bicycles are prohibited on sidewalks.

Section 8: (Added 02/10)

Unit Owners are prohibited from having their private contractors utilize the common elements as set up areas or work stations related to work being done within a given Unit. All private contracting work should be contained within the Unit Owner's Unit. If an outdoor set up area or work station is absolutely necessary, contractors may utilize the bulkhead area located behind the southern shed. Any property damage caused by a Unit Owner's contractor while working on-site, whether in the bulkhead area or elsewhere, will be charged back to the Unit Owner.

**ARTICLE 6: STORAGE** (Rev. 6/07)

Section 1:

Storage for Unit Owners and Tenants is provided in the shed at the Southwest side of the Association property. Such storage is limited to season items only, for which the Association assumes no responsibility.

Section 2:

All items stored must be tagged with the Owner's name and Unit number. Any item not tagged may be subject to disposal as abandoned.

Section 3:

No personal property shall be stored elsewhere on any portion of the Association's property or common element. Such property shall be subject to disposal.

Section 4:

All terraces and balconies must be kept neat and uncluttered and not permitted to detract from the appearance of the Association property. Placement of clothing and towels and rugs on terrace railings is prohibited.

Section 5:

Use or storage of propane barbecues/tanks on terraces or balconies is prohibited by state law. All barbecues (propane, electrical or otherwise) are prohibited by these rules from being located on terraces, balconies or anywhere else on the complex other than in the designated public patio area along the riverside of the complex. Other flammable items such as gasoline and paint thinners are likewise prohibited from these areas and the storage shed.

**ARTICLE 7: PETS**

Section 1:

Resident Unit Owners and Tenants (if their Lease so permits) are permitted to keep pets of an appropriate size provided compliance with governing rules is maintained. The Board shall have final authority in determining the consequences in all cases where a pet is declared a nuisance.

Section 2:

All Pets must be leashed while traversing Association property.

Section 3:

It shall be the Owner's responsibility to prevent pets from voiding on Association property. Any accidents shall immediately be cleaned up by the Owner. Owners of pets shall be aware of and comply with Borough Ordinances and State Laws concerning pets.

Section 4:

Pets are not permitted in the pool area at any time.

**ARTICLE 8: UNIT REGULATIONS** (Rev. 02/10)

Section 1:

Any Unit Owner who wishes to make alterations to their Unit such as wall changes, relocation of electrical or plumbing features, the replacement of windows or doors etc. must present written plans to the Board at least 30 days prior to the commencement of work. The plan, in addition to specifying the nature and scope of the work, should indicate the materials to be used and include a copy of all applicable building and sub-code permits. A copy of each of the contractor's liability insurance certificate must also be submitted.

Section 2: (Added 02/10)

In order to prevent damage to the building's vinyl siding, drilling or placing holes in the siding located along a Unit's patio or terrace is expressly prohibited.

Section 3: (Added 02/10)

The only approved color for all Unit windows and sliding glass doors shall be brown. The approved color for the regular patio/terrace doors shall be either brown or white.

Permission must be sought from the Board of Trustees prior to replacing windows or doors so that compliance with this regulation may be ensured.

Section 4: (Previously Article 8, Section 2 - Revised 02/10)

Failure to comply with the first three sections of this article may result in the Unit Owner being required, at his or her own expense, to restore the altered area to its original condition.

Section 5: (Added 02/10)

The maintenance and replacement of air conditioner sleeves shall be a Unit Owner's responsibility at their sole cost and expense. Air conditioner sleeves must be kept in good condition so as not to detract from the exterior appearance of the Association's buildings.

Section 6: (Previously Article 11, Section 9 - Added on 02/06 - Renumbered on 02/10):

Unit Owners shall be required, at their own expense, to clean out their unit's Dryer Vents once every two years. Proof of such cleaning shall be forwarded to the Association for its files.

Section 7: (Previously Article 11, Section 6 - Renumbered on 02/10)

Between November 1<sup>st</sup> and March 1<sup>st</sup> and at earlier or later dates if appropriate, all Unit thermostats must be set at a minimum of 55 degrees to prevent pipe freeze-ups. Failure to comply shall subject the Unit Owner to liability for the expense of consequential damages to other Units or the common element.

Section 8: (Previously Article 11, Section 7 - Renumbered on 02/10)

**Expenses associated with any damages, including but not limited to water damages or damages resulting from structural changes shall be the responsibility and for the account of the Owner of the Unit causing such damage.** Such damage shall be corrected by the Unit Owner in a timely fashion or the Board of Trustees may undertake the steps necessary to remedy the situation.

Section 9: (Previously Article 11, Section 5 - Renumbered on 02/10)

The Board will not be responsible for any damages incurred if a Unit must be entered in an emergency situation.

Section 10: (Previously Article 11, Section 12 - Added on 06/07 - Revised 02/10):

All Unit Owners are required to carry sufficient home owner's and liability insurance so as to cover any losses to their Unit or any damage caused to the common elements by either the Unit Owners, their tenants, or their guests. Proof of such insurance shall be provided to management on a biennial basis.

**ARTICLE 9: RECYCLING** (Rev. 02/10)

Section 1:

Recyclable items are to be deposited in the appropriate containers behind the fences at the North or South sheds. No plastic or paper bags may be mixed with recycling. Failure of Unit Owners or tenants to adhere to the provisions of this Article may result in fines of up to \$50.00 per day or per violation.

Section 2:

Newspapers are to be neatly bundled with twine and placed in the area designated behind the shed fences. No plastic or paper bags may be mixed with newspapers.

Section 3:

Discarded items such as refrigerators, freezers, air conditioners, dehumidifiers, hot water tanks, etc., must be disposed of privately as EPA regulations prohibit acceptance by county owned landfill centers. Contact the Management Company for the names of contractors you may engage for removal. The cost of removal of such items left on Association property will be back charged to the Unit Owner responsible.

Section 4:

Household hazardous waste should be disposed of in accordance with the direction of the County Health Department whose telephone number is 732-431-7456.

Section 5: (Added 02/10)

Construction materials may not be placed within the Association dumpsters. Arrangements for dealing with such materials originating from work conducted by or on behalf of a Unit Owner must be arranged by the Unit Owner in question and carted away at that Unit Owner's expense.

## **ARTICLE 10: SMOKE DETECTORS**

### Section 1:

#### Hallway Smoke Detector System

- A. The system is for your safety. **When the system alarm sounds, evacuate the building immediately.** Triggering of the system automatically alerts our local Fire Department, whose directions should be followed as to reoccupation of the buildings, etc.
- B. The detector devices and horns should not be tampered with under penalty of the law.
- C. Any apparent damage or vandalism should be reported to our Management Company.
- D. To avoid false alarms the following applies:
- Keep hall doors closed.
  - Should smoke occur during cooking, insure that no fire will result, and then turn on the exhaust fan to evacuate the smoke and fumes.
  - Exercise caution when moving goods in or out of apartments, to insure that damage to the ceiling detector unit in the hallways are not damaged. Any such damage will be assessed to the responsible party.

### Section 2:

The battery-operated detector within each unit is the responsibility of the Unit Owner to maintain.

### Section 3:

Fire extinguishers are maintained at the top of each hallway by the Association. Please report any damage or vandalism to the Management Company.

**ARTICLE 11: GENERAL** (Rev. 07/10)

Section 1:

Excessive noise after 10:00 PM or before 8:00 AM is prohibited in accordance with Borough Ordinance. This is especially important during the warmer weather when windows are usually open. Loud parking lot conversations and excessive vehicle noise contribute to disturbance and should be avoided in the interests of good neighborliness.

Section 2: (Previously Article 11, Section 3 - Renumbered 02/10)

Signs are prohibited anywhere on Association property, including within the windows of Units, unless specifically permitted by the Board of Trustees.

Realtor signs shall only be permitted in the area directly behind the North Entrance wall from the hours of 9am to 5pm on Saturdays and Sundays.

Section 3: (Previously Article 11, Section 4 - Renumbered 02/10)

Sidewalk sales are not permitted on the Association property.

Section 4: (Previously Article 11, Section 8 - Added 02/06 - Renumbered 02/10):

Unit Owners and Residents are expressly prohibited from interfering with or disturbing the work of Association Contractors.

Section 5: (Previously Article 11, Section 10 - Added 06/07 - Renumbered 02/10):

Unit Owners wishing to utilize the community bulletin boards may do so by sending a request to the management company. Approved bulletins shall be limited to matters such as community events, community announcements and sales of property by Unit Owners.

Section 6: (Previously Article 11, Section 11 - Added 06/07 - Renumbered 02/10):

Unit Owners or their contractors are expressly prohibited from shutting off the community water supply without first having received permission from the Management Company. Any Unit Owner responsible for shutting off the community water supply, without having first received permission of the management company, will be subject to a \$ 500.00 fine.

Section 7: (Added 07/10)

The Association's emergency telephone number, whether provided directly by the Association or by its management company, is to only be used in cases of emergency where immediate service is required. Any Unit Owner who abuses the emergency line to report an issue which in the judgment of the Board of Trustees is not a true emergency, shall be subject to fines and penalties. (For example, issues such as a power outage or water leak in the community would be considered a proper emergency. Reporting issues such as a lack of available parking or a light bulb being out would be considered an abuse of the service.) All non-emergency issues should be reported to the management company during regular business hours.

**ARTICLE 12: FINES AND PENALTIES - RIGHT TO ADR (Rev. 02/10)**

The Board of Trustees may enforce the provisions of the Master Deed, By-Laws, or Rules and Regulations by imposing appropriate penalties or assessing fines ranging from \$ 25.00 to \$ 500.00.

Prior to any penalty or fine being assessed against a Unit Owner, that Unit Owner shall be advised of his or her right to an Alternative Dispute Resolution (ADR) hearing. Should the Unit Owner wish to take advantage of ADR, he or she will need to advise the Board, in writing via certified mail to the management company, of their decision within ten (10) days of their receipt of the penalty or fine notification. Upon receipt of the Unit Owner's request for ADR, a hearing will be scheduled before a neutral mediator for consideration.

Should the Unit Owner fail to request ADR within the allocated ten (10) day period, he or she will be deemed to have waived their right to such a proceeding and the Association shall be left free to pursue the penalty or collect the fine against the Unit.

**ARTICLE 13: SATELLITE DISHES**

Section 1:

Any Unit Owner desiring the use of a satellite dish must submit a written request to the Board of Trustees and receive written approval from the Board prior to installation. The written request shall contain specifications as to the type and size of the satellite dish in question.

Section 2:

Satellite dishes shall not be installed anywhere on Association property other than on the roof of the building in which the applicant's Unit is located. The roof is the only location where satellite dishes will be permitted.

Section 3:

Satellite dishes shall be installed in a manner that prevents their visibility from the ground.

Section 4:

The roof is not to be punctured in any fashion during the course of a satellite dish installation. Satellite dishes are to utilize non-penetrating mounts or may be braced against one of the firewalls, which jut up from the roof.

Section 5:

In order to keep each roof free from satellite wires, the installation of satellite dishes must conform to the following design:

A. PVC pipes, which shall be maintained by the Association, have been installed on the roof of each building. Dishes must be located near one of these PVC pipes.

B. The wires of the satellite dish shall run directly from the dish into the nearest available PVC pipe.

C. PVC pipes lead into the attic of each building. Wires shall run from the PVC pipe, into the attic and then across the attic until directly above the unit which the satellite dish is intended to serve.

D. Wires will then drop into the unit in a fashion similar to that of regular television cable.

Section 6:

The Board of Trustees shall deny any application that does not conform to the above sections.

Section 7:

Upon receiving approval of his/her satellite dish request, a Unit Owner must sign an Affidavit, to be supplied by the Association, which shall require that the Unit Owner be held solely responsible for any damage that may occur as a result of the satellite dish installation or removal. Satellite installation may not commence until this Affidavit has been signed and returned to the Board of Trustees.

Section 8:

A satellite dish installed in a manner contrary to any of the above sections shall be removed immediately at the unit owner's expense.

Section 9:

Satellite dishes shall be removed and replaced at the owner's expense in the event that building maintenance is required.

Section 10:

The Association assumes no responsibility for any damage that may occur to a satellite dish.

Section 11:

The Association may enforce this Article pursuant to the provisions of Article 12 and the relevant By-Laws.

**ARTICLE 14: BOARD OF TRUSTEES** (Rev. 06/07)

Section 1:

Members of the Board of Trustees are prohibited from directly accepting Association monies on behalf of the Association. Should any Association Member attempt to make association payments by way of a Trustee, that Trustee must refuse said payment and immediately return the entire contents of the package the payment arrived in to the Association Member.

If an Association Member has a question as to how an individual payment is to be made, he or she should contact the management company for guidance.

Section 2: (Added 6/07):

All Management Contracts entered into by the Board of Trustees shall include the following language:

No payments shall be released by the Management Company unless the Property Manager is able to certify that said payment is warranted. In the event the Board of Trustees believes a payment should be released over the objection of the Property Manager, the decision of the Property Manager may be overridden by way of a majority vote of the Board, taken during one of its public meetings.