

THE VILLAGES AT BERKLEY CONDOMINIUM ASSOCIATION (VABCA) RULES AND REGULATIONS

When you purchased your unit in the Villages at Berkley, you also became the owner of a percentage interest in the roads, buildings, recreational facilities, lawns and grounds. You automatically became a member of the Villages at Berkley Condominium Association (VABCA).

The deed to your home is covered by a Master Deed. You should become familiar with the Master Deed, the by-laws and the VABCA Rules and Regulations as they contain important information that protects your interests.

The authority and responsibilities of the Board of Trustees are defined in Articles III, IV and V of the bylaws.

Every residential community must have rules and regulations to maintain high standards and orderliness. By observing these regulations, homeowners not only derive greater pleasure from their community, they also may expect their homes to appreciate in property value.

You should fully acquaint yourself with all of the VABCA Rules and Regulations. Their primary purpose is to protect you and your neighbors from practices that would be detrimental to your property, your property's value and the well being of the community.

INTENDED USE

1. Each unit is intended to be and shall only be used as a single-family residence.
2. No unit may be used for non-residential purposes; however, a unit owner residing in his or her unit, shall not be prohibited from engaging in a business or commercial enterprise solely within said unit provided same is through the use of one or more of the following electronic mediums: landline telephones, cellular telephones, facsimile transmissions or internet connections.
3. No unit shall be occupied by any tenants whose names have not previously been provided to the VABCA. A copy of a properly executed lease is required to be submitted to the VABCA.
4. No improper, offensive or unlawful use shall be made of any unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, shall be observed.
5. No unit owner shall use or permit to be brought into any building any oil or fluid such as gasoline, kerosene, carbon tetrachloride, naphtha, benzene, explosives, fireworks or articles deemed extra hazardous to life, limb, property or any other item that would increase the fire rating of the unit and/or building. Unit owners and their tenants shall use every reasonable precaution against fire and other hazards. *Condominium Association 255 Berkley Rd., Mantua, NJ 08051*

ASSESSMENTS/ACCELERATION/LEGAL FEES

6. a. All assessment payments are due the first of each month. An additional fee of \$15.00 will be assessed at the end of each month to defer administrative and other related expenses against any unit owners who have not remitted their monthly assessment by the last day of each month. Fees which remain unpaid for each 30 day period thereafter will incur additional fees of \$15.00 per month for each fee which remains unpaid.

b. If a unit owner shall be in default in the payment of any assessment, the VABCA, upon Notice of Default and Intent to Accelerate, may accelerate the remaining assessments due for that calendar or fiscal year, whichever is longer, and the then unpaid balance of assessments for the calendar or fiscal year shall become due and payable if not cured within ten (10) days of the mailing of the Notice of Default and Intent to Accelerate to the unit owner by registered or certified mail. Notice may also be mailed to the mortgagee of record, if any. Upon 60 days following the due date of an assessment payment not being received, legal proceedings will be automatically initiated against the unit owner. Additionally, the VABCA will normally place a lien against the unit owner's property. The lawsuit and lien will include unpaid fees, legal fees and associated costs as part of the assessment due.

c. In the event a unit owner's check is returned for non-payment, any service charges assessed the VABCA will be passed on to the unit owner.

COMMON ELEMENTS

7. Use of any community or recreational facilities, comprising part of the Common Elements, will be used in such manner as to respect the rights of other unit owners and residents. Use of particular recreational facilities will be controlled by regulations to be issued from time to time, but in general, such use will be prohibited between the hours of 11PM and 8AM. The use of the community room will be permitted for the following activities: small parties, relaxation/reflection and committee meetings. Any other activity not mentioned herein will require prior written approval from the Board of Trustees.

8. Use of the Club House Community Room is available to any resident in good standing when granted permission by the VABCA. The resident will submit a \$25 non-refundable payment to hold the date and then a \$200.00 rental fee. A refundable security deposit of \$250 will be returned to the resident within 30 days upon satisfactory inspection of the Community Room by the site manager.

9. No radio, television antenna, satellite dish, air conditioning unit, fan or other equipment or appurtenance or any wiring, venting or piping for any purpose may be installed on the exterior of a building or protruding through the walls, windows or roof thereof without VABCA approval. Existing Mount Laurel in-wall air conditioning units are permitted.

10. No resident shall build or maintain any matter or thing upon, in, over or under the Common Elements without the proper approval of the VABCA. Interior alterations of load bearing elements are prohibited.

11. No drying of laundry is permitted outside of any unit.

12. No common or limited common areas, balconies, decks, and/or patios may be used for any type of storage of any unit owner's or occupant's property such as but not exclusive to tools, machinery & equipment and the like. Storage of such items is confined to the inside of the unit or the unit's permanent storage closet, if one exists. Use of items such as patio furniture is allowed but not limited to and such use may be subject to restrictions deemed necessary to the safety and/or appearance of the affected common or limited common areas.

13. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand unattended in any portion of the Common Elements.

14. Bulletin boards are employed exclusively for VABCA business. Any other use of bulletin boards requires VABCA approval.

15. All firewood stored exterior to any unit must be in a single, free standing metal ring with capacity not to exceed ~ ¼ cords. The ring placement is confined to the unit's patio floor or balcony floor.

16. RECYCLING, TRASH, BULK REMOVAL:

a. All residents must place trash in secured plastic trash bags in the trash shed dumpsters. Please use the trash shed nearest to your residence whenever possible. If the trash shed dumpsters nearest you are full, use the next closest shed. Bulk items such as furniture and appliances can be placed near the trash shed, with all doors removed but Mantua Township Public Works or management must be notified immediately.

b. Storage of trash/garbage/recyclable or any similar containers outside of units in common areas is prohibited. This includes the stairwells, condominium balconies and landings. Storage of such containers in the front of ANY unit is strictly prohibited.

Townhouse residents are permitted to store recyclable containers within fenced in areas or on rear decks; condominium residents are permitted to store recyclable containers within fenced in areas. All residents are encouraged to maintain reasonable cleanliness of such containers and rinsing of all items in accordance with Township statutes as well as keeping covers/lids of some type on said containers.

c. Littering in all common areas is strictly prohibited. This includes disposing of dirt and other substances thrown, swept or shaken from doors, windows, decks or balconies.

d. Toxic items must be disposed of properly and can not be tossed into trash shed dumpsters. Toxic items are defined as, but no limited to, asbestos materials, motor oil, fluids, batteries of all types, pesticides, paint, solvents and other petroleum based products. Residents must contact Mantua Township or Gloucester County for further assistance regarding proper disposal of these and any other toxic items. Hazardous items such as, but not limited to, prescription hypodermic needles and other health waste must also be properly disposed of in accordance with municipal and county regulations. Please contact appropriate offices for proper disposal of such items.

e. Mantua Township recycles. This is the law! The VABCA can be fined as a community for non-compliance and these fines can and will be passed on to residents as individual fines or as community assessments. Trash shed dumpsters are strictly for residential trash and garbage only. All residents must place trash in secure plastic trash bags in the trash shed dumpsters. Townhouse residents must place recyclables at curb side in proper containers on designated

collection days but not prior to 6PM of the day immediately preceding collection day; Condominium residents must use appropriate recycling areas/containers near trash sheds for disposal of recyclable items. Recyclables are to be separated by all residents according to current Mantua Township standards and requirements as follows:

1. Tie in bundles or place in PAPER shopping bags: all newsprint, magazines, envelopes, letters, light cardboard and telephone books. NO tissue, waxed paper, waxed cardboard, plastic coated paper or food contaminated paper such as pizza boxes. NO carbon paper or carbonless forms. NO plastic bags or plastic packaging material.

2. Place all RINSED cans (steel and aluminum); glass bottles and jars and plastics (#1 and #2) in recycling container. Please remove all caps and lids from bottles and jars.

3.- Cardboard similar but not limited to corrugated boxes must be cut down, flattened, and bundled and **may not** be placed in or about townhouse trash sheds. It must be placed at curb on designated recycling pick up days or brought to a condominium trash shed recycling area.

17. All units must conform to current code regarding smoke and carbon monoxide detector. These must also be reflected in all Agreements of Sale. Please check with Township or State for any code changes.

Pursuant to N.J.A.C. 5:23-3.20, 6.4, 6.5, 6.6, 6.7, 6.21A, 6.25A, 6.26A, 6.27 & 6.31.

An inspection shall be conducted by the owner or authorized representative of the owner. The carbon monoxide alarms are required when dwellings contain any fuel burning appliances or dwelling has an attached garage and shall be installed per NFPA 720. Required carbon monoxide alarms are to be outside each separate sleeping area. The smoke detectors required shall be located in accordance with NFPA 72. Required smoke detectors are to be on each level of the dwelling, including basements and outside each separate sleeping area. The detectors are not required to be interconnected. Battery powered detectors and alarms are acceptable. NOTE: AC powered and/or interconnected smoke detectors and alarms installed in homes constructed or altered after January, 1977 shall be maintained in working order.

18. All electrical equipment of any kind and all appliances of every kind, however powered, installed or used in a unit, shall comply with all rules, regulations, requirements and recommendations of all public authorities and boards of fire underwriters having jurisdiction.

19. Any damages to any portion of the Common Elements or common property caused by minor children or unit owners or guests, invitees or licensees of unit owners shall be repaired at the expense of such unit owners.

20. In accordance with the Mantua Township Fire Marshall's directives (copies of which can be obtained from the VABCA Management Office, open flame cooking devices are regulated under the International Fire Code 2006 Edition, Section 308.31 as well as Ordinances F-4001-1 and Ordinance F-402.4. Accordingly here are current usage guidelines:

Condominium Units:

- No storage or use of propane grills.
- Charcoal grills can be utilized when used five (5) feet away from unprotected attached construction but cannot be used or stored on decks or under decks on patios.
- No recreational heating devices (i.e. chimeneas/fire pits) can be stored or used under decks or patios.

Town House Units:

- Can use and store propane or charcoal grills and recreational heating devices (i.e. chimeneas/fire pits) BUT MUST be five (5) feet off of unprotected construction materials attached to the dwelling including 1st floor decks – must be used and stored off decks.

All questions and concerns should be directed to the Mantua Township Fire Marshall's office Monday through Friday, 6AM 5PM. Telephone is 856.468.7222.

21. No resident may make or permit any disturbing noises in his or her unit whether by him or herself, family, friends or servants nor do or permit anything to be done by such persons that will interfere with the rights, comforts or conveniences of other residents. No person may play any musical instrument, audio equipment, radio or television in his or her unit which disturbs or annoys other residents. No pet may be kept which causes any annoyance or disturbance of any kind to other residents (see R & R 40)

22. No noxious or offensive activity shall be carried on in or about the Common Elements of or in any such unit, nor shall anything be done therein willfully or negligently which may be or become an annoyance to other residents.

23. Unit owners may not use their appliances (for example: dishwasher, garbage disposal, clothes washer/dryer, vacuum cleaner, etc) between the hours of 11PM and 8AM.

PARKING

24. Parking of the following vehicles anywhere on the Villages of Berkley property is strictly prohibited unless approved in writing by the Board of Trustees: trailers of any type; campers or camper-type add-ons; larger than van size school buses and the like; ambulances and the like; recreational vehicles; temporary structures; oversize vehicles, i.e. GVW over 10,000lbs or 25ft in length, and vehicles that are commercial as defined below:

Any vehicle the Board of Trustees determines to be commercial in appearance. The Board may consider among other criteria but not limited to or by the following criteria in determining whether a vehicle is commercial in appearance:

- a. Whether the vehicle contains any external evidence of commercial or business such as commercial license plates, business advertisement (lettering) on the exterior of the vehicle, adaption of a vehicle for business purposes such as installation of ladder racks or a storage shell on the flatbed of a pick-up truck, and open storage of business equipment in vehicle.
- b. The type and size of the vehicle.

c. Whether the vehicle is used for business or commercial purposes.

Any Owner who wishes to park a commercial vehicle on the Villages at Berkley property which may fall within the foregoing restrictions should first obtain prior written approval of the Board of Trustees. All vehicles deemed commercial must be parked in the commercial parking area as designated by the Board of Trustees. Please contact Management for location and permit (856.415.1330).

25. Parking is not permitted at the entrance of the Villages at Berkley or along the entire length and on both sides of Castle Drive. Parking is not permitted on any grass areas or on circle islands.

26. Parking is not permitted which blocks access to any trash shed or recycling center by collection truck.

27. Parking in front of clubhouse is limited to clubhouse invitees or management personnel.

28. Storing of *any* vehicle that is operable, inoperable, disabled, or abandoned, registered or not with the Motor Vehicle Commission (MVC) and/or the VABCA, is strictly prohibited anywhere on the Villages of Berkley (VABCA) property. Storing includes but is not limited to keeping a vehicle in any parking space on the entire VABCA property. A disabled or inoperable vehicle that is registered with the MVC and VABCA shall be allowed access to parking for a period of no more than 30 days or unless and until said vehicle is repaired to full operating capacity, whichever occurs first. Any operable vehicle stored for a period of more than 30 days will be in violation of VABCA Rules and Regulations and subject to fines and/or towing. Special permissions on a case by case basis will be reviewed by Management and the VABCA Board of Trustees

29. Violation of Rules 24 through 28, with the Board of Trustee's approval, shall result in the vehicle being towed from the Villages at Berkley property **at the owner's expense**.

30. Except for emergency repairs, such as flat tires or battery charging, repairs of vehicles on the property are prohibited.

31. The posted Speed Limit within the complex is 15 miles per hour. Our streets are patrolled by the Mantua Township Police Department and monitored by the Villages at Berkley Town Watch Group. Violators will be prosecuted. Please drive safely.

32. The VABCA has assigned every unit owner with one designated parking space. Vehicles should always be parked in assigned spaces. A second parking space will be on a first come basis. All resident vehicles parked on VABCA property must display parking tags while the vehicles are on the property. Common courtesy and common sense should be exercised so that residents have the privilege to park their second vehicle in the nearest proximity to their respective residences. Permission to park more than two vehicles is required by the VABCA. **The third vehicle must be parked in overflow parking areas.** Guests should be encouraged to park in available, unnumbered spaces away from normal resident parking areas. Any resident or guest parking in a neighbor's numbered space **can and will** be towed without warnings. The owner of any car that is towed will be responsible for towing fees and any other additional fees. Parking is permitted only **within white lined spaces**. All vehicles, except for brief loading and/or unloading that are not parked in designated spaces are in violation of VABCA Rules and Regulations and are subject to fines and/or towing at owner's expense.

All resident vehicles must be registered with the VABCA. The VABCA must be notified of all

vehicle changes, such as new or added vehicles, within 30 days of said change. Any unregistered or illegally parked vehicles are subject to all appropriate fines and will be towed at owner's expense.

Designated parking spaces will be removed for any owner/resident delinquent accounts and will remain as such until said account is made current.

GENERAL APPEARANCE

33. Draperies, blinds or curtains or other indoor coverings must be installed by each unit owner or occupant on all windows at all times. That portion of any such window covering installed by any unit owner or occupant and which is visible from the exterior of a unit must be of an approved VABCA color. Current approved colors are non-patterned, solid earth tones including white, off-white, tan and beige.

34. Window and door glass breakage must be replaced with glass of the same or better quality, same tint, and same style as originally installed. Replacement must be completed within 30 days of breakage. If insurance claims/payments causes delay in replacement Management must be notified and provided with time frame for replacement. Any owner who does not attend to glass breakage in a reasonable amount of time will be subject to fine.

35. All exterior doors, storage doors, shutters, exterior lighting, decks and fences must conform to VABCA approved style, material type and/or color with respect to the particular Villages at Berkley Section. Approved door and shutter samples colors are available through the Management Office. Additional requirements are as follows:

Condominiums & Original Townhouses: Entrance doors must be 6-9 panels to match current existing doors. Condominium utility closet doors must be single flat panel to match current existing doors. All current approved colors may be used.

Ryan Townhouses: Entrance doors must be 6-9 panels to match current existing doors. Door and shutter colors must match original door, shutter, and siding schemes. Rear entrance doors must match existing styles and colors.

All Units: Storm/screen doors must match style of existing doors including but not limited to 'Forever' type doors with colors to match existing door colors and/or exterior trim colors. Patio doors must match existing slider or 'French' door styles and colors.

Exterior Lighting: Must conform to size, type & color of all existing lights in particular Villages at Berkley Section.

Fences: Wood fences must be board on board (shadow box) with flat top and of pressure treated wood; Vinyl fences must be also be board on board or privacy panel with flat tops. Colors include tan and white to match existing Condominium colors; white or gray to match existing Original Townhouse colors, and natural stain to match existing stain colors throughout the Ryan Townhouse Section.

Prior to ANY alterations, detailed plans must be submitted to and approved by the Architectural Review Board (ARB) on standard ARB Condominium Improvement Application Form. Any violations whatsoever, even in the case where an improvement or change falls within VABCA regulations and/or guidelines but has not received ARB approval prior to the improvement or change, may be subject to all applicable fines.

Further, unless and until said imposed fines are satisfied, all resident privileges, i.e. pool, exercise room, tennis court, club house room rentals and non-essential residence improvements, et al, will be suspended.

36. No soliciting or posting on mail boxes is permitted at any time.

BALCONIES/PATIOS

37. No objects of any kind may be placed on outer balcony or deck railings. Smaller, non-obtrusive items such as planters no larger than 12 inches in diameter are permitted.

38. Balconies and patios shall not be screened or enclosed in any way nor shall awnings be installed.

PETS

39. Each resident keeping or harboring any pet on the premises shall indemnify the VABCA and hold it harmless against any loss or liability of any kind whatsoever arising from or growing out of having such pet on the premises.

40. All pets must be confined to the resident's unit when not being walked Residents should make every attempt to control pets and may not put pets in any situation which causes an annoyance or disturbance as defined under Mantua Township Ordinance 0-11-2010 as barking, howling or crying continuously for a period of 10 minutes or more or intermittently for 30 minutes or more.

41. All dog owners must use a leash of reasonable length on their pet at all times that animal is not safely in the confines of the owner's residence. Pets can be walked in common areas throughout the VABCA *except* for those areas directly in front, back or side of residential units or in front of the VABCA Clubhouse/Office. Pets should also be kept away from plants, flowers, shrubbery and the like. All animal waste must be immediately picked up from any common areas, streets, et al and disposed of in proper receptacles. Pets are not permitted to be left unattended or tied to buildings, balconies, posts, or any other structure nor kept in any structure outside any residence at any time.

Pets are also not allowed to relieve themselves from balconies or decks to areas directly below those structures.

42. ALL pets must be registered with the VABCA.

SWIMMING POOL

43. So that everyone in the pool area can enjoy their time at the pool, all residents and their guests are urged to use the facilities with consideration for their neighbors. It is imperative that you read and understand the swimming pool rules and regulations. Any resident or guest that does not adhere to the pool rules and regulations or heed instructions of the lifeguard on duty may be subject to suspension of pool privileges.

44. Pool passes (ID Cards) will be issued or renewed annually. Only residents in good standing with activated fobs AND valid VABCA ID's will be permitted access to and use of pool. ID's and fobs are not transferable. Any person delinquent in VABCA fees will have fob deactivated and will be denied access to and use of pool. **LIFEGUARDS CANNOT VALIDATE PASSES OR MAKE NEW PASSES.** Residents in good standing are allowed 2 adult guests; there is an additional \$5.00 charge for each additional guest up to 4 with a total of 6 adults maximum per adult resident.

45. Behave responsibly - remember this is your pool! Treat it as you would your belongings at home and treat people as you would your guests.

46. Be concerned about the welfare of yourself and others. Avoid behavior which would endanger yourself or others or which would cause discomfort to others.

47. No running or diving is allowed.

48. Consume only non-alcoholic beverages and use only paper or plastic containers. Please be sure all trash is disposed of properly.

49. Use the pool only when a lifeguard of the pool management company is on duty and during posted hours. Please do not park vehicles in front of clubhouse when using pool.

50. Children under 12 must be accompanied by an adult resident in good standing (18 years or older) **at all times.** Adults cannot bring children to the pool and leave the pool area. Any children left without adult supervision for a period of no more than 15 minutes will be refused use of pool. No more than 6 children per adult resident in good standing will be permitted.

51. Smaller floating devices can be used in shallow end of pool at the discretion of the lifeguard on duty.

52. Any use of audio devices which may cause an annoyance to any resident is not permitted. Use of headphones on such devices are encouraged.

53. All children in diapers must wear protective rubber pants.

54. Do not remain in pool during thunder and/or lightening.

55. When and where appropriate, leave a swimming lane open for swimmers.

56. Children will be required to swim one length of the pool under lifeguard discretion and supervision to be admitted to deep end of pool.

57. Smoking is prohibited in the entire enclosed pool area. "Smoking" means the burning of, inhaling from, exhaling the smoke from, or the possession of the lighted cigar, cigarette, pipe or any other matter or substance which contains tobacco or any other matter that can be smoked.

58. The use of cooking devices of any sort is strictly prohibited.

NOTE: Responsibility for enforcing the rules belongs to all residents, the lifeguard on duty, the pool management company, the property management company and the Board of Trustees. Anyone not adhering to the rules and regulations may be asked to leave by the lifeguard, the pool management company, the property management company and/or any member of the Board of

Trustees and may, if necessary, lose pool privileges.

ENFORCEMENT OF RULES AND REGULATIONS

57. In addition to the remedies specified in the Master Deed, a unit owner shall be liable to the VABCA for reasonable attorney's fees and expenses incurred in enforcing the provisions of the Master Deed, by-laws and/or Rules and Regulations of the VABCA.

58. All unit owners who intend to lease must explain the Rules and Regulations to the renter/tenant.

59. Unit owners are responsible to the VABCA for all their tenants' actions and it is the unit owner's responsibility to enforce the Rules and Regulations with the renter/tenant.

VIOLATIONS

Upon written receipt by the Board of Trustees of a complaint by a unit owner, resident and/or employee of the property management company, alleging a violation of any Rule or Regulation adopted by the Board of Trustees, the Board shall utilize the following procedure in notifying the alleged violator:

Steps:

1. The Board, or its representative, shall investigate the complaint to determine whether a violation, in fact, occurred.
2. Issuance to unit owner of first written notice to cease and/or correct said violation within five (5) calendar days.
3. If said violation is not corrected or such conduct does not cease within said five (5) calendar days, a second written notice shall be issued advising that a fine not to exceed \$50.00 shall be imposed upon the unit owner. After five (5) calendar days from the second notice **an additional \$50.00 fine will be assessed each day** the violation is not corrected or such conduct does not cease.

Each day that a violation continues after receipt of notice by the unit owner may be considered as a common charge to be levied against each day particular unit owner involved, and collection may be enforced by the Board of Trustees in the same manner as the Board is entitled to enforce collection of common charges.

Any such fine shall be paid to the VABCA within ten (10) calendar days of issuance.

The VABCA shall have the right of lien against any Village at Berkley unit for which there are unpaid fines, where right of lien is established.

This system of fines will not affect or limit the Board of Trustees' rights provided the Board by the Master Deed, by-laws or any other valid regulations or policy adopted by the Board of Trustees but shall merely supplement same.

In addition to the remedies specified by the Master Deed, a unit owner shall be liable to the VABCA for reasonable attorney's fees and expenses incurred in enforcing the provisions of the Master Deed, by-laws and Rules and Regulations of the VABCA.

SNOW REMOVAL GUIDELINES

Out of personal necessity many of us need to clean our sidewalks and parking spaces before the snow removal contractors arrive after a snowfall has ended. Here are a few rules of basic common sense and courtesy which, when adhered to, will ensure the mutual welfare and safety of our community.

- First and foremost, always remember to dress warm and dry (it is best to use the layered approach).
Also wear proper footwear. When the winds are fierce and gusting, make sure there is only the absolute minimum skin exposure.
- Take your time and take frequent breaks! Snow shoveling is one of the leading causes of heart failure (in men *and* women). Push snow whenever possible and when lifting, bend knees to relieve and minimize back strain.
- Look out for your neighbors - offer help to senior citizens or the physically handicapped.
- DO NOT throw snow into streets especially *after* snow plows have already cleared roadways. This takes a bit more effort but is more beneficial to all residents. Encourage children, when frolicking in the snow, to keep snow out of cleared streets.
- As parking spaces are *always* at a premium throughout the Village, DO NOT shovel snow into snow covered, unoccupied spaces. Again, a bit more effort but far more considerate to everyone.
- Use only calcium or calcium chloride snow melt on sidewalks. DO NOT use rock salt as this will damage concrete.
- Make sure snow is cleared from drain pipes at ground level so that melted snow can flow out freely.
Exercise extreme caution if you attempt to clear gutters of snow and/or ice.
- Tap snow lightly from smaller bushes/trees to avoid damage from weight of snow.

RULES AND REGULATION ADDITION 2011 – B1

60. ACCESS TO RECORDS BY ASSOCIATION MEMBERS POLICY

1. Except for Permitted Documents hereinafter defined in Paragraph 3, all requests to inspect or copy Association records must be submitted in writing to the Community Manager for the Association at least fifteen (15) business days in advance of the next scheduled Board of Trustees meeting at which the request can be considered.

2. Said request shall clearly state the purpose for which the inspection or copying of Association documents is requested and identify specifically the documents which the owner wishes to inspect or have copied, including any applicable time periods.

3. Subject to the receipt of an appropriate written request, the Community Manager shall make available to the requesting unit owner the following Association documents ("Permitted Documents") at a mutually convenient time during regular business hours without any approval by the Board of Trustees ("Board"):

<u>Document</u>	<u>Applicable Period</u>
Governing Documents	N/A
Declaration	
Bylaws	
Articles of Incorporation	
Rules and Regulations	
Minutes:	
Board of Trustees Meetings	1 year
Work-Session Meetings	1 year
Newsletters	1 year
Financial Information:	
Assessment Records (For Own Unit Only)	1 year
Financial Statements - Monthly	1 year
Financial Statements-Annual Certified Audit	3 years
Income Tax Returns	3 years
Insurance Policies and Certificates	1 year

4. The following Association documents shall be deemed to be confidential ("Confidential Documents") and shall not be made available to unit owners for inspection or copying at any time without the express approval of at least a simple majority of the entire Board and shall be subject to such conditions as the Board may impose:

Matters Protected By the Provisions Of N.J. S.A. 45-.22A-46 (a) such as:

- (i) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.
- (ii) Any pending or anticipated litigations or contract negotiations.
- (iii) Any matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (iv)

Contract Bids and Proposals-Outstanding
Legal Files
Unit Owner List

5. Any Association documents which are requested by a unit owner which are not expressly listed above as either a Permitted Document or Confidential Document shall not be made available for inspection or copying without the express prior approval of at least a simple majority of the entire Board and shall be subject to such conditions as the Board may impose. In exercising its judgment under this or the preceding paragraph, which shall be in the Board's sole discretion, the Board may consider among other things whether the stated purpose of the request (i) is inimical to the best interest of the Association or constitutes an unwarranted invasion of privacy, (ii) compliance with such request will impose an unreasonable administrative burden or expense upon the Association, (iii) the advice of counsel or (iv) any other matters which it considers relevant to welfare of the Association and its members.

6. With the exception of Governing Documents, Minutes, Newsletters and Financial Statements, no copies of any Association documents made available for inspection or copying pursuant to this Policy shall be furnished to the unit owner requesting same except as provided in paragraphs 1 and 2. In the event that such permission is granted, then the unit owner requesting same shall pay in advance a per page copying charge to cover the administrative, copy machine and paper costs involved, as follows: the first through the tenth copy at \$.75 per page, the eleventh through the twentieth copy at \$.50 per page, and copies in addition to twenty at \$.25 per page.

7. Except for copies made available by the Association to a unit owner pursuant to Paragraph 3 or otherwise pursuant to this Policy, no Association documents shall be removed from Association premises. Moreover, the Community Manager shall determine when and where all documents shall be inspected and shall ensure that all documents are inspected in the presence of designated Association personnel.

8. Subject to the unit owner's compliance with Paragraphs 1 and 2, all requests for inspection or copying of Association documents by a unit owner shall be acted upon by the Board within two (2) scheduled Board meetings. Written notice of approval shall be delivered or mailed to the requesting unit owner within fifteen (15) business days after any such action. Any failure by the Board to exercise its discretion pursuant to the Policy within said period shall automatically be deemed an non approval of the applicable request.

In the event that the Board denies any such request, either outright or conditionally, written reasons for such denial shall be delivered or mailed to the requesting unit owner within fifteen (15) business days after such action is taken.

9. Despite anything to the contrary in this Policy, the Community Manager shall not be required to make Association documents available for inspection or copying for more than four (4) hours in any given week, regardless of the number of unit owner requests that may be pending or unless the unit owner requesting same makes arrangements in advance with the Community Manager for Association personnel to be present either during or outside of normal business hours. In any such event unit owner(s) shall pay to the Association, in addition to the per page copying fee, an administrative fee prorated at \$10.00 per hour for all time in excess of one (1) hour during which such personnel are utilized to fill any such request. Moreover, the Community Manager shall have the right to request in advance a deposit to cover the estimated amount of any such fee, with any excess to be promptly refunded to the unit owner upon fulfillment of the request.

RULES AND REGULATION ADDITION 01-2012

61. Alternative Dispute Resolution (ADR) Procedure

RESOLUTION 01-12

Establishing an Alternative Dispute Resolution (ADR) Procedure

WHEREAS, the Board of Directors of the VILLAGES AT BERKLEY CONDOMINIUM ASSOCIATION believe that conflicts which arise between condominium association homeowners and between homeowners and their association are best resolved by way of negotiation and mediation rather than litigation; and

WHEREAS such "Alternative Dispute Resolution" (ADR) is faster, friendlier, less expensive and often more effective than resorting to the courts to resolve disputes; and

WHEREAS the New Jersey Condominium Act (N.J.S.A. 46:8B-14(k)) requires that "an 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";

BE IT THEREFORE RESOLVED that the following ADR procedure is hereby adopted by the Board of Directors of the VILLAGES AT BERKLEY CONDOMINIUM ASSOCIATION at its meeting on the 29, of February, 2012, and shall be added as Section 61 of the Association's Rules and Regulations:

Section I . ALTERNATIVE DISPUTE RESOLUTION (ADR)

1. **Applicability** This ADR procedure shall apply to all housing-related disputes which arise between unit owners, as well as between unit owners and the Association. Although ADR must be offered in all such situations, acceptance of and participation in the ADR procedure is voluntary on

the part of all unit owners. This ADR procedure shall not apply to disputes regarding payment of assessments, penalties, fines and fees.

2. **Method** The ADR method to be offered by the Association shall be "mediation". Mediation, unlike arbitration and litigation, is an informal, cooperative, problem-solving approach to conflict resolution. It provides for a neutral mediator to assist the parties negotiate a settlement of their dispute which is agreeable to all involved.

3. **Mediator** The neutral party who shall act as the mediator of the aforesaid housing-related disputes shall be a panel of residents from the Association known as the "ADR Panel". The panel which will mediate any given dispute shall consist of no less than three (3) but no more than five (5) persons, but nothing shall prevent the overall number of panel members from being greater than five (5) (i.e. substitutes and alternates are encouraged). No panel member who has any direct interest or involvement in the dispute to be mediated shall serve as a panel member with regard to that dispute, nor shall any current member of the Board of Directors of the Association be permitted to serve as a panel member. In the event that less than three (3) panel members are available to mediate a dispute, the parties involved may agree to allow that panel to mediate the dispute. If all parties do not so agree, the Association shall hire a professional mediator to mediate the dispute, in which event the cost of hiring the professional mediator will be borne by the Association.

4. **Procedure**

a. **Dispute between unit owners**

i. Upon formal notice to the Association from a unit owner that a dispute exists with another unit owner, the property manager shall contact all parties to determine the nature of the dispute and to attempt to quickly and informally resolve the dispute.

ii. If the efforts by the property manager described in (a) above are not successful within three (3) days, the property manager shall send formal written notice to the parties involved acknowledging that a dispute exists, identifying the nature of the dispute, and offering ADR-Mediation to the parties involved.

iii. If a party accepts the Association's offer of ADR-Mediation, that party shall notify the property manager in writing within five (5) days. Upon receipt of said acceptance by all parties, the property manager shall promptly schedule an ADR-Mediation hearing, which shall be held no later than fourteen (14) days from the date the property manager receives acceptance from all parties involved.

iv. In a dispute involving more than two parties, if less than all parties agree to ADR-Mediation, the hearing may still go forward only if those parties participating agree that such mediation would be beneficial. In a dispute involving only two parties, if less than both agree to ADR-Mediation, then the Association's offer of ADR will be withdrawn. If the ADR offer is withdrawn and the dispute involves a violation of the Rules, Regulations and Restrictions of the VILLAGES AT BERKLEY CONDOMINIUM ASSOCIATION, the Association will proceed to enforce said Rules, Regulations and Restrictions pursuant to its enforcement powers as outlined elsewhere in the governing documents of the Association and as otherwise provided by law.

b. **Dispute between a unit owner and the Association**

i.(1) In the event that a unit owner violates a Rule, Regulation or Restriction of the Association, the property manager shall notify the unit owner in writing of the violation and request that the unit owner immediately correct the violation. The notice shall also inform the unit owner of the option to resolve the dispute by way of ADR-Mediation.

i.(2) In the event that a unit owner claims that the Association has failed to act properly or has acted improperly with regard to the exercise of its duties, responsibilities and powers, the unit owner shall notify the Association in writing of the claim. The property manager shall investigate the claim and promptly respond to the unit owner in writing, clearly stating the Board's position with regard to the claim. This notice shall also inform the unit owner of the option to resolve the dispute by way of ADR-Mediation.

ii. If the unit owner accepts the Association's offer of ADR-Mediation, he/she must do so in writing to the property manager within five (5) days. Upon receipt of said acceptance by the unit owner, the property manager shall promptly schedule an ADR-Mediation hearing which shall be held no later than fourteen (14) days from the date the property manager receives written acceptance from the unit owner.

iii. If the unit owner does not timely respond to the Association's offer of ADR, or affirmatively declines, then the Association's offer of ADR will be withdrawn. In the event the offer of ADR is withdrawn, the Association will proceed to enforce its Rules, Regulations and Restrictions pursuant to its enforcement powers as outlined elsewhere in the governing documents of the VILLAGES AT BERKLEY CONDOMINIUM ASSOCIATION and as otherwise provided by law.

c. **The Mediation hearing**

i. The hearing shall take place at the Association's Property Manager's office or, in the event that the office is unavailable, at a neutral site agreeable to all parties involved.

ii. All unit owners involved in the dispute must attend. In disputes involving the Association, the property manager or other designated representative shall attend on behalf of the Board of Directors. Members of the Board of Directors may also attend.

iii. The property manager shall designate the particular ADR panel members who shall mediate the dispute, and those members shall attend.

iv. The unit owners involved in the dispute may have legal counsel present with them at the hearing, although it is not necessary nor required to do so.

v. The conduct of the hearing shall follow these general guidelines (i.e. flexibility in the conduct of the hearing is permitted if likely to achieve a positive result):

- the designated chair of the panel shall give brief opening remarks, welcoming the participants, introducing the panel members and outlining the procedure to be followed at the hearing

- in disputes between unit owners, the initial complainant shall succinctly describe the nature of the dispute and his/her position with regard to it, followed by any questions the panel may have of that unit owner. The

other party to the dispute shall then succinctly state his/her position with regard to the dispute, followed by any questions the panel may have of that unit owner.

- in disputes between a unit owner and the Association, the representative of the Board of Directors (e.g. the property manager) shall succinctly state the nature of the dispute and the Board's position with regard to it, followed by any questions the panel may have of the Board's representative. The unit owner in the dispute shall then succinctly state his/her position with regard to the dispute, followed by any questions the panel may have of that unit owner.

- following the presentations of positions by the parties involved, the panel will then "caucus", whereby they engage in discussion amongst themselves and with the parties, either separately, together, or both, in an effort to identify the issues raised and the interests expressed, and to explore resolutions of the dispute through negotiation, compromise and ultimately agreement.

- it is expected that if a resolution is attainable, it can be reached during one mediation hearing of reasonable length; if, however, another hearing is necessary to fully resolve the dispute, it shall be promptly scheduled by the property manager at an agreeable time no greater than ten (10) days from the date of the first hearing.

- in disputes between a unit owner and the Association, the Board's designated representative shall attend with authority from the Board to resolve the matter at the hearing (within the parameters of that authority), or, at the very least, with the ability to contact the Board by telephone during the hearing with regard to resolving the dispute.

d. **The Result**

i. In a dispute between unit owners, if an agreement which resolves the dispute is reached, it shall be reduced to writing by the ADR panel/mediator and signed by the parties. A copy shall be given to each party, as well as to the Board of Directors. If an agreement to resolve the dispute cannot be reached at the hearing, and if there is no reasonable prospect of an agreement being reached at a second hearing, the parties will be dismissed from the ADR process and the ADR panel/mediator shall inform the Board of Directors of this result.

ii. In a dispute between a unit owner and the Association, if an agreement which resolves the dispute is reached, it shall be reduced to writing by the ADR panel/mediator and signed by the unit owner and the Board's designated representative. A copy shall be given to the unit owner and to the Board. If an agreement to resolve the dispute cannot be reached at the hearing, and if there is no reasonable prospect of an agreement being reached at a second hearing, the ADR panel shall confer and make a formal written recommendation to the Board of Directors which sets forth findings of fact as it relates to the dispute, as well as a proposed resolution of the dispute. This recommendation to the Board shall be made within five (5) days of the hearing, and a copy shall be sent to the unit owner. The recommendation shall be considered by the Board, but shall not be binding on the Board or on the unit owner.

e. **Right to Appeal**

i. In a dispute between a unit owner and the Association in which an agreement resolving the dispute was not reached after ADR-Mediation, the findings and recommendation of the ADR panel/mediator may be appealed from by either the unit owner or the Association.

ii. If either party believes that the panel's/mediator's findings of fact were incorrect, or that the panel/mediator incorrectly applied the Association's Rules and Regulations to the facts of the dispute, or for any other reason feels aggrieved by the results of the ADR-Mediation hearing, that party may appeal to the ADR panel/mediator to reconsider its findings and recommendation. Such an appeal must be in writing and addressed to the ADR panel/mediator in care of the property manager's office. A copy of the appeal must be served on the other party. The appeal must be received by the ADR panel/mediator within five (5) days of the service of its findings and recommendation. The appeal must state the grounds upon which the appeal is made and should set forth the aggrieved party's requested result.

iii. The ADR panel/mediator shall respond to the aggrieved party's appeal in writing within five (5) days of its receipt of the appeal. A copy of the response shall be served on both parties. In the discretion of the panel/mediator, if another hearing is in order (e.g. to discuss new information bearing on the dispute which was not submitted at the original hearing), the panel shall promptly schedule another hearing which shall take place not more than ten (10) days from the service of the panel's response to the appeal. Thereafter, Sections 4 and 5, above, shall apply.

5. **Counsel to the ADR Panel/Mediator.** The Association's attorney shall serve as legal advisor to the panel/mediator. The attorney shall serve as a resource to the panel with regard to ADR-Mediation procedure, not as an advocate for one party or the other.

6. **Confidentiality.** The ADR-Mediation process and the writings and statements made therein, shall be held in strictest confidence. The hearings themselves are not to be open to the public. Only those persons directly involved in a dispute are permitted to attend a hearing. The panel members are not permitted to discuss a dispute or the findings and recommendation they make with regard to any dispute to anyone other than the parties and their fellow panel members.

7. **Costs.** Any costs incurred by a party as a result of their participation in the ADR-Mediation process (e.g. costs of hiring legal counsel, costs of gathering and presenting evidence, etc.) shall be borne solely by the party incurring the costs. In the event that the Association is required to hire a professional mediator to mediate a dispute (see Section 3, above), that cost shall be the responsibility of the Association.