

Chateau Gardens Condominium Association

Rules and Regulations

(REVISED – 04/01/15)

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Owner's/Tenant's Data Sheet

1.0 INTRODUCTION

Dear Owner/Tenant:

The attached Rules and Regulations have been carefully prepared to provide all owners with a set of procedures, policies and regulations designed to assure you of a comfortable and cordial living environment. If followed by each of us, they will enable our Chateau Gardens Condominium community to function smoothly and cooperatively. Please ask each member of your household to read this carefully.

Bolded items are the most common violations in our complex. Please read these items in particular. It is the Board's primary goal to have a community atmosphere regarding quality of life issues. However, violating rules in this document, especially the bolded items, create a negative quality of life and will be addressed immediately and forcibly. Please take a warning letter seriously if you receive it, and address the issue at hand accordingly. This will ensure a high quality of life and protection of investment for all owners. Your cooperation is appreciated at all times.

Your unsolicited suggestions and recommendations for improving these rules and regulations are always welcomed by the Board of Directors. Please submit all suggestions and recommendations in writing to Board President, Anthony Dovi, at chateaugardenspresident@gmail.com

Thank you,

The Chateau Gardens Condo Association - Board of Directors

2.0 UNIT OCCUPANCY RULES

- a. No Unit Owner shall lease or enter into an arrangement for use and/or occupancy of a Unit for a term or period of less than one (1) year other than with a contract purchaser. Furthermore, no Unit Owner shall permit the use and/or occupancy of a Unit for transient or hotel purpose, which shall be defined as any rental or other arrangement for use and/or occupancy where the users and occupants of the Unit are provided customary hotel services such as room service for food and/or beverages, maid service, and laundry and/or linen service.
- b. **A Guest(s) is defined by this association as someone who stays with a unit owner or tenant for less but no more than 2 consecutive weeks. If said person(s) stays past this term, they are considered a permanent resident of a unit. Said person(s) must then be listed as a permanent occupant on the contact forms provided to the Association. Rotating occupancy or repetitive harboring is not permitted.**
- c. **When an owner purchases a unit and resides in said unit or an owner purchases a unit and enters into a lease agreement, the owner and/or tenant must provide the name(s) and contact information of all and any owner(s) and all and any occupant(s) (including children) to Management and the Board of Directors through the Owner/Tenant Contact Form. And all parties included should at all times have a current contact number and e-mail of the occupants of every unit in the complex.**
- d. **It is the responsibility of the unit owner to read and comply with this document and provide a copy of these rules and regulations to the tenant before the term or period of the lease and all owner and tenants must abide by and fully understand and cooperate with the rules and regulations. If there is consistent failure for owner and/or tenant to abide by rules and regulations, and owner is inactive in correcting the issues that exist, the owner still remains primarily responsible and furthermore, can face fines and possible legal action from the condo association.**
- e. In the event a tenant, user, or occupant fails to comply with the provisions of this Master Deed, the By-Laws or Rules and Regulations of the Condominium Association, in addition to all other remedies which it may have, the Condominium shall notify the Unit Owner of such violation and demand that same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation is not remedied within such thirty (30) day period, immediately thereafter, at his owner cost and expense, the Unit Owner must institute and diligently prosecute an eviction or other appropriate action against the tenant, user, or occupant on account of such violation. Such action shall not be compromised or settled without prior written consent of the Condominium Association. In the event the Unit Owner fails to fulfill the foregoing obligations, the Condominium Association shall have the right but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Such costs and expenses shall be due and payable upon demand by the Condominium Association as a Common Expense Assessment and shall be deemed to constitute a lien on the particular Unit involved. The collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of other Common Expense Assessments.
- f. No commercial or business activities are to be housed or operated out of any unit on the property. Delivery of large packages for use of a business on a daily basis is prohibited.
- g. **All unit owners and tenants must abide by local and state health occupancy laws. If complaints are received by the Board with regard to over-occupancy and/or health hazards, the Town of Secaucus, county and state health and building code agencies will be contacted for an investigation.**

3.0 SELLING/BUYING A UNIT

- a. The prospective seller must notify the Board of Directors and the Property Manager in writing at least 30 days in advance when planning to sell, providing the name and phone number of the seller's realtor.
- b. The seller must furnish their realtor with a copy of the Bylaws and a copy of the current Rules and Regulations.

- c. Open Houses and prospective buyer visits may take place any day of the week, between the hours of 9am – 8pm. Any and all signage or balloons to advertise the Open House must be removed immediately after the Open House is over.
- d. The seller is responsible for accounting for all common-area keys issued. At the time of the sale, common-area keys should be turned over to the Board or the Property Manager so that they can be reissued to new owner.
- e. At the time of sale, all new owners must receive, review, and abide by the Owners Handbook.

4. 0 SECURITY

- a. All entrance doors, including entrance doors to laundry rooms, must be locked after entering or leaving the building. Do not leave propped open doors unattended or allow service people to do so. Owners are responsible for this action whether on or off the premises, therefore, please notify all contractors and service people as to this rule. Notify Management immediately if locks do not function properly.
- b. The Condo Association is not responsible for the protection of property that is private in nature; including but not limited to, all and any personal belongings inside a unit, in a laundry machine or room, vehicles parked in the parking lot and items in them, electronics, etc.
- c. Key access to hallway entry doors and/or laundry rooms are not to be copied and given to contractors, delivery service persons, etc.

5. 0 SAFETY

- a. The storage area, laundry rooms, grass areas, and parking lots are part of the common element of the building. Therefore, no storage of combustible substances will be allowed in lockers or on the property. This would include any flammables or materials that emit offensive odors (i.e., gasoline, turpentine, etc.).
- b. **Electrical and plumbing equipment must be properly installed following current electrical codes and plumbing codes. Any faulty electrical outlets, circuit breakers and fixtures should be attended to immediately. Any faulty plumbing fixtures, piping, caulking, bathroom tiling and sealing, and valves should be attended to immediately. The Board and/or managing agent may inspect any and all units at anytime to address electrical and plumbing or any building concerns. In addition, the Board and/or managing agent, after inspection, may mandate repair to avoid safety, health hazards or quality of life concerns, and/or fire violations to said unit and neighboring units and common elements.**
- c. The sidewalks, entrances, passages, courts, public, halls, vestibules and stairways of the buildings shall not be obstructed or used for any purpose other than entering and exiting from the Units in the building.
- d. **Children shall not play or loiter in the vestibules, stairways, laundry room or any of the exterior landscaped areas. If children of unit owners cause damage to any common elements, the cost to repair the damage will be billed to said owner.**
- e. **No bicycles, scooters, children's riding toys, motorcycles, baby carriages, or similar vehicles shall be allowed to stand on the grounds, in the public halls, passageways, stairways, laundry room, lobbies, vestibules, or other Common Areas.**
- f. **No smoking is permitted in the common areas of the building. These include all hallways, stairwells, outside windows or doors of unit, lobbies, storage areas, and the laundry room. When smoking outside, smoking should be done least 25 feet from all building walls to avoid fire as well as smoke odors from entering other owners windows and doors. All butts and cigarette ash must be properly disposed of at all times.**
- g. **Excessive smoking inside any and all units is prohibited, especially when odors are noticed in common areas or other units.**
- h. Smoke detectors must be installed in your own units and tested every six months. It is recommended that the batteries be changed once a year.
- i. Fire exit ladders for 2nd and 3rd floor units must remain clear of any belongings at all times.

- j. **All local occupancy and health laws must be followed at all times; overcrowding, long term visitation of family members and/or friends resulting in health risks and over usage of utilities is not permitted.**

6. 0 INSURANCE and DIFFERENTIATION OF OWNER/COMMON ELEMENTS

- a. Owners/Residents shall be individually responsible for insuring their personal property in their respective units, their personal property stored in the respective storage cages in the Building, and their personal liability to the extent not covered by the liability insurance for all owners obtained by the Association.
- b. Each unit owner is responsible for the maintenance and repair of interior walls of units, appliances, heating zone valves, baseboard heat piping and encasements and air-conditioning units, fixtures, subfloors and floor coverings, carpeting, etc. The water lines and valves underneath all sinks, tubs, and shower fixtures must be maintained and repaired by the Owner. The main electrical panel must be maintained and inspected by Owner frequently to avoid tripping and/or electrical fire. Each unit owner is also responsible for any damages caused to another unit that is directly attributable to the owner's unit and not from the Common Elements.
- c. To protect the common elements, and the units of other owners, the managing agent and/or Board of Directors can mandate inspection of any structural, electrical and plumbing systems when deemed necessary. If access is not granted, in cooperation of this preventative effort, the Board and/or managing agent can levy fines against said unit owner.
- d. **All air conditioners/sleeves should be covered with off-white or gray tarp that is taped with silver or neutral color tape and sealed in the winter months. The owner is responsible to maintain the air conditioning unit and the air conditioning sleeves to ensure proper support and security from falling and to avoid interior and exterior leakage of water. If leakage occurs and damages common elements or another owner's unit, all repair costs are to be assumed by the cause unit. Any and all animal nesting must be removed by the Unit Owner and preventative measures must be taken to avoid nesting and all times.**
- e. No ventilator or air conditioner shall be installed in any Unit, other than in the existing sleeves.
- f. All air conditioners installed in sleeves must be 220v air conditioners and the plug provided in each unit is to be used to power the air conditioner at all times. All and any air conditioners installed in the sleeves should be similar or identical, in power, height, and width to a Frigidaire FRA124HT2 12,000 BTU THROUGH THE WALL air conditioner. The depth of no air conditioning unit cannot exceed 24". No window unit air conditioner is permitted in the sleeves at anytime, even if they utilize 220v power and/or are similar in size.
- g. Owners must apply for and receive prior written approval of the Board of Directors, the managing agent, or the manager regarding the type, location, and manner of installation of any other device. This approval may be granted or refused in the sole discretion of the Board of Directors, the managing agent, the manager.
- h. **Portable air conditioning units, similar or identical to LG Electronics Portable Air Conditioner 7,000 BTU - Model # LP0711WNR, AFTER WRITTEN REQUEST AND APPROVAL, are permitted to be installed and vented through a window in the 2nd bedroom only. Any and all portable air conditioners cannot exceed 8,000 BTUs and MUST use direct 110/115v power, no extension cords are permitted for this purpose. No venting or installations shall take place in any room where a wall sleeve is provided. No vent of any kind shall ever be installed in a fire-escape window. No venting shield, tube, or system shall extend past the exterior of a window, nor shall exceed 8" in height. The color of the vent system, visible to the exterior, must be of white, off-white or grey color.**
- i. If the Unit Owner fails to keep any of the above mentioned such devices in good order and repair, the Board of Directors, the managing agent, or the manager, in their discretion, may remove the device from the window sleeve, charging the Unit Owner with the cost of removal. If the device is removed in this manner, it shall not be replaced until it is proper condition been in proper condition and the Unit Owner has received the further written consent of the Board of Directors. The Board and/or managing can

enforce and require replacement and/or repair of the air conditioning unit and/or missing or damaged air conditioning units and/or covers or screens, to display conformity and upkeep to other owners and the public.

- j. Each Unit Owner shall be responsible for the cleaning, maintenance, repair and replacement of the windows and doors of his Unit. The terms “windows” and “doors” shall be deemed inclusive of and shall include, but not be limited to, frames, jams, panes, hardware, screens, storm fixtures, caulking, and frame to building insulation, etc. The Board and/or managing can enforce and require replacement and/or repair of windows and/or missing or damaged window screens, to display conformity and upkeep to other owners and the public and/or necessitate the conservation of the common heating supply and systems. Upon replacing any windows, owner must consult with management to ensure window that is chosen conforms to the common standards of all windows on the property.
- k. **The main entrance door to all units should be maintained by all owners, if door requires repair or replacement, that cost is assumed by the Owner. The main entrance door is to only have the Unit # attached to its face and its paint color must always be consistent with the board-designated color of all entry doors. No decorations, stickers, hangings, and/or additions may be affixed to main entry doors. All entry locks are to be round and gold in color. Entry door mats are not permitted and cannot be placed in any area of the common hallway.**
- l. **Draperies, blinds, curtains or other window treatments must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. The backing, lining or other surface of such draperies, blinds, curtains or other window coverings visible from the exterior of the Unit shall be beige, off-white or neutral in color. Bed sheets, tarps, tape, or paper of any kind, etc. cannot be used as a form of drapery or be used on the windows for any purpose at anytime. Christmas lights are allowed to be hung around the interior of the windows, but not to be wired or hung from the outside of the common exterior building façade.**
- m. No notices, restaurant menus, advertisements of any kind may be attached to the lobby walls, entry doors, and building facades, fences, without the approval of a member of the Board. There are bulletin boards in the Laundry Room for such purposes.
- n. **No awning, satellite dish, or radio or television antenna shall be attached to or hung from the exterior of the buildings; no sign (including realtor’s signs), notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the buildings; and nothing shall be projected from any window of the buildings unless approved in writing by the Board of Directors, the managing agent, or the manager. Nothing shall be done in or to any Unit or on, in or to the Commn Elements of the Condominium which will impair the structural integrity of any building. **(Please refer to the commercial Dish Network info. In the Owners Handbook)***
- o. Owners are responsible for the cost of repairs or replacement of any damage to the complex caused either by themselves, their guests, their pets or service people working in their units or delivering items to their units. If damage or ill-maintenance of a shared common hallway occurs, and notice is given to unit owners in said hallway regarding the damage or issue, and no unit owner claims responsibility, the managing agent and/or Board of Directors may assign fines to all unit owners in said hallway until issue is resolved and/or damage ceases.
- p. Anyone found defacing or damaging any part of the property will be charged for the repair or replacement of any damaged areas, this includes but not limited to mailboxes, trees, shrubbery, grass areas, masonry, interior hallway walls, locks, laundry room machines and benches, etc.
- q. Tenants should purchase renter’s insurance which would cover their belongings. All residents should maintain insurance for their personal property. The Association is not responsible for personal property.
- r. Nothing shall be done or kept in any unit, in the limited common elements or in the common elements which would increase the rate of insurance on the building or the contents thereof, applicable for its intended use, without the prior written consent of the Board of Directors.

7. 0 CONSIDERATION OF FELLOW RESIDENTS

- a. Stereos, compact disc players, televisions, radios, pianos, etc. should be located away from

common walls and played at a level so as not to disturb neighbors, especially between the hours of 8pm and 8am.

- b. Doors to all units should be closed quietly and not allowed to slam. Proper weather stripping or self-closing hinge systems are required.
- c. The association will enforce and abide by the Noise Standards, set forth, in Chapter 93 of the Town of Secaucus Municipal Code; owners will be referred to the Building Department and the Health Department. If owners or tenants create a nuisance regarding noise from appliances and equipment, voice, or any other form of public disturbance, fines may occur.
- d. **Appropriate floor coverings, including sound deafening padding and proper noise barriers underneath tiled floors, etc. must be used to reduce noise to the unit below. 80% of all 2nd and 3rd floor units must be covered by wall to wall carpets and/or area rugs.**
- e. **If owners utilize any form of exercise equipment, this equipment must lie upon an area with heavy padding and carpet.**
- f. Musical instruments or exercise equipment should not be used any earlier than 8:00 a.m. or later than 8:00 p.m. Subwoofers and home entertainment systems cannot rest on or lean up against any floors or common walls at any time, and can be mandated by the Board for removal if they are a nuisance.
- g. Smartphone alarms, radio alarms or sleep alarms, including vibrating alarms of anykind should be set to a low volume or level, and kept at least 4ft from common walls and floors to avoid disturbance to shared common wall neighbors.
- h. **Organized games, sports, play or other activities are prohibited on front lawns, sidewalks, entrances, driveways and in parking lots.**
- i. Construction or repair work (such as allowed within rules set forth in the ByLaws) which might cause disturbing noises must be carried on between the normal working hours of Monday – Friday: 8:00 a.m. - 6:00 p.m. Advance notice to your neighbors would be considerate.
- j. **Social gatherings, barbecues of any kind, setting up picnic tables and chairs, are not permitted at anytime. Charcoal and/or propane barbecues are not permitted on the property.**
- k. Water shall not be kept running for an unnecessary length of time. Running water noticed by any owner should be reported to management immediately, depending on the cause, immediate repair will take place to avoid waste of water.

8.0 PARKING and VEHICLE RULES

- a. The speed limit in the parking lot is 10 MPH, please be mindful of this limit and be aware of pedestrians at all times.
- b. Horns are to be used only when necessary for the safe operation of vehicles.
- c. Unit Owners shall not park, nor shall they permit their families, guests, tenants, or employees to park, in the parking spaces of other Owners, the fire zones or in such manner as to prevent ready access to the parking spaces of other owners. Improperly parked vehicles are subject to removal at the Unit Owner's expense and the enforcement of the traffic ordinances of the local Police department and towing.
- d. **Each owner is assigned (1) parking space. This space, under no circumstance, is to be rented or borrowed by another unit owner, tenant, commuters or any non-resident of the complex. Towing of vehicles will commence if ownership or tenancy does not match the owner of said vehicle in the assigned space.**
- e. **In addition to the assigned space, at no time, shall a unit have more than (2) cars on the property that belong to it, including but not limited a second occupant's car or visitor to the unit. Furthermore, if a car is parked in the unit's assigned space, and a 2nd car is parked on the property visiting or belonging to that unit, any 3rd vehicle that is parked on the property is subject to towing.**
- f. **No vehicles larger than a standard-sized van and no commercial vehicle, mobile home, trailer, recreational vehicle, unused, abandoned or disabled vehicle, boat, boat trailer or the like nor any unlicensed vehicle of any type, except those vehicles temporarily on the property for the purpose of servicing the Condominium itself or one of the Units, shall be permitted on the Property without the prior written consent of the Board of Directors, managing agent or manager.**

Snowmobiles, mopeds, all-terrain vehicles and other similar recreational or utility vehicles or devices, whether licensed or not, shall not be parked upon or operated within the property. If an owner has a company car, livery car, and/or work van that is a commercial vehicle, that owner must obtain board approval before parking the vehicle on the property.

- g. No service, maintenance or washing of any automobile or other vehicle shall be performed on the Property.
- h. Unit Owner's, their families, guests, tenants, and employees shall abide by such traffic and parking regulations as may be posted at the parking areas and on the driveways of the complex.
- i. **Visitor's parking spaces are for guests and visitors ONLY. These spaces are not for temporary or permanent car storage, and if the board and/or management notice abandoned and/or immovable cars sitting in visitors spaces for more than 72 hours without movement, towing will commence.**
- j. If an owner finds that another owner, visitor, or individual has parked in his or her space, it is the responsibility of the owner to attempt to find the owner of the car before the contracted tow company. The owner's assigned number space is the responsibility of the owner and may call a tow company for removal at his or her discretion.

9.0 LAUNDRY AND STORAGE

- a. When owners/tenants use the laundry facility, proper cleanliness, maintenance, and time management should take place. **For security reasons, the door to the Laundry room should be closed and locked when the room is not occupied. The laundry room is to be accessed and utilized between the hours of 8am and 11pm only.**
- b. Laundry rooms and machines are for property owners and tenants only, not guests or outside residents.
- c. **No smoking, congregating, soliciting, playing, eating or drinking is to occur in and/or around the laundry room area.**
- d. **Excessive hoarding and clutter is not permitted, especially in the opening path of an entry door, window by a fire escape, heating equipment and/or electrical outlets and equipment.**
- e. **Proper food storage in sealed containers must take place to avoid infestation of pests and vermin.**

10.0 WASTE DISPOSAL

- a. Trash, garbage, refuse or other waste from a Unit shall only be disposed of in sealed garbage bags and placed in the trash dumpsters for regular collection.
- b. **For disposal of any mattresses, furniture, TVs, appliances, etc, the owner must call the Secaucus Department of Public Works at 201-330-2080, at least 3 days before bringing the item out to the dumpster area. If an owner/tenant brings large items to the dumpster area, without calling the DPW, it is the responsibility of the owner to remove items from the property within 24 hours.**
- c. Waste resulting from kitchen, bathroom, or any other renovation and/or any large construction, when performed by the owner, must be broken down and bagged in black construction bags before placing into dumpster. When contractors are hired to do work in unit, contractors are not permitted to use the dumpster for debris.
- d. **Recycling of cardboard items and glass/plastic items is strongly encouraged and all residents should utilize the designated cans for this use. Cardboard boxes must be cut up and broken down to fit into designated containers at all times.**

11.0 PETS

- a. **No unit owner or tenant is to have any type of animals including but not limited to a bird, reptile, cat or dog on the property or in their unit. Small fish tanks under 50 gallons are permitted. In addition, no harboring or breeding is allowed.**
- b. **No unit owner to tenant shall feed leftover food, seeds or any other objects or materials to birds or any other animal. No cages, feeders, sills, or systems are to be affixed to the building, windows, or grounds to engage birds, stray cats or dogs, or any other animals in eating, drinking, or attraction.**

12.0 ALTERATIONS and INSPECTIONS of UNITS

- a. Most, if not all, construction projects relating to repair and renovations where any common piping, walls, and/or any other affect to other owners or common areas will be affected or disturbed, owners must be complete the Unit Improvement Request form and submit the form to Management and the Board of Directors prior to any and all projects.
- b. In any instance when a contractor requires access to shutoff the common water, heating, and/or electrical lines, management must be notified and access will be provided to the contractor, upon a proof of insurance certificate being provided to management.
- c. If any issue occurs that affects common supply of water, electric, or heat, and/or leaks arise as a result, after work is completed by a contractor, the contractor and/or owner must resolve the issue immediately. In the event, resolve does not take place, management and the board will hire their own contractor to repair and/or resolve the issue, with the total cost of the repair due from the contractor or the owner.
- d. The Board of Directors reserves the right to retain the services of a qualified contractor to inspect the work to be assured that there has been no damage to the structural integrity of the building or systems, and that all work is in compliance with local codes and ordinances. The cost of the inspection and any and all changes if required shall be the responsibility of the unit owner.
- e. All owners must consult with the Board before installing windows or entry doors.
- f. Any new windows, trim or doors to be installed must conform on the exterior. Any new entry windows, doors and trim must conform to exiting entry doors, in style, structure, frame, and color.
- g. In-unit portable and/or permanent laundry systems are NOT permitted.
- h. Electric stoves ONLY, and in-unit dishwashers, garbage disposals, and refrigerators with water spouts and ice makers are permitted, provided they are installed by professionals. Any leakage or damage to common elements and/or other units, resulting from these appliances, is the responsibility of the cause unit.
- i. Venting of any type of appliance to the exterior of the building is not permitted.
- j. **If and when a unit owner identifies or management informs unit owner of a pest or vermin problem and/or infestation in said unit, it is said owners responsibility to hire a private exterminator to expunge the issue. Said owner, prior to said exterminator treating the unit, must inform management that his unit is undergoing extermination treatment. If unit owner does not notify management and/or does not treat an infestation issue and the infestation spreads to other units and/or the common elements of the building, said unit owner may be liable for all treatments to rid issue in private units and/or common elements.**
- k. **The agents of the Board of Directors or the managing agent, and any contractor or worker authorized by the Board of Directors, the managing agent, or the manager, may enter and allowed to gain entry, after written notice, any Unit at any reasonable hour of the day to inspect the Unit for the presence of vermin, insects, or other pests and to take the necessary measures to control or exterminate vermin, insects or other pests. If an infestation occurs, and exterminators hired find that the issue resulted from a cause unit or the ill maintenance of a cause unit, that cause unit is liable for all remediation and extermination costs for that unit and any other infested or nearby units and/or common element hallways and/or building materials.**
- l. Within his own Unit each Unit Owner shall promptly perform all maintenance and repair work that, if omitted, would affect any common elements or quality of life of other units. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender. In addition, if ill attention to normal repairs occurs, the managing agent and/or the board may assign a mandatory inspection calendar to ensure proper repair and upkeep is taking place. Fines and legal action can ensue if attention and repair does not occur.

13.0 PAYMENT OF MAINTENANCE FEES, FINES AND GRIEVANCE PROCESS

- a. The Board of Directors shall have the power to levy fines against any Unit Owner for a violation of these Rules and Regulations or for a violation of any restriction contained in the Master Deed or By-Laws, except no fine may be levied for more than \$25.00 for any one violation. However, for each day a violation continues after notice, it shall be considered a separate violation. Collection of the fines may be

enforced against any Unit Owner involved as if the fine were a Common Expense owed by that particular Unit Owner. Despite the foregoing, before any fine is imposed by the Board of Directors, the Unit Owner involved shall be given at least seven (7) days prior written notice to address the issue and develop a plan of action.

- b. If someone is believed to be in violation of any of the provisions of the bylaws or the Rules and Regulations, a verbal or written complaint must be submitted to the managing agent or a member of the Board of Directors.
- c. Management and the board, upon receipt of complaints, will investigate in a timely manner. The Board and/or the manager will then issue a written notice of warning. If the seven (7) day period passes with no change in resolving the issue and/or if the issue reoccurs, the \$25.00 fee will be posted for each day the violation continues after the seven (7) day correction period. If the violation is not corrected or addressed within (14) days of the date on the original warning letter, legal action may be taken to address the violation. Any and all payments made each month, will be applied to late fees, violations, and any repair charges, prior to being applied to the monthly maintenance fee.
- d. In the event, the violation causes damage to common elements or the units of other owners, the total cost for the response, repair, management, and conclusion of said damage or issue will be charged to the causing and/or at fault unit owner. All insurance claims regarding fire, flooding, robbery or any other form of damage should be addressed and inspected within 48 hours of the incident occurring, management must be notified if unit owners are placing an insurance claim for damage regarding any and all structures within their unit or common elements.
- e. In the event of any violation of the Rules and Regulations or Bylaws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement. Any and all costs and attorney's fees shall be assessed to the account of the offending owner at the time they are incurred.
- f. The Board of Directors or its agents, without notice or hearing, shall have the right to bring an action at law or in equity against the owner and/or others as permitted by law. In addition, the Board may levy fines higher than \$25.00 when deemed necessary.
- g. **Monthly assessment payments are due by the first of each month. Pursuant to the provisions of the bylaws, a late charge of \$25.00, will be imposed on monthly assessment payments received after the tenth (10th) of the month. If payment for said month is not received by the 17th, an additional \$50.00 will be posted to the account and due immediately. \$50.00 will be charged for every 7 day period the bill is outstanding and will continue until paid.**
- h. If hardship occurs regarding payment of maintenance bills, owner must contact the Board in writing to request an extension. If an extension is approved, late fees will not be charged, but if the current balance is not received by the extension due date, late fees will be back charged to the current balance. In regards to special assessments: legal fees will result and interest fees accrued due to lack of payment. Unit owner will be responsible for said fees and charged on their next assessment bill.
- i. Any consent or approval given under these Rules and Regulations may be added to, amended, or replaced at any time by resolution of the Board of Directors.

CHATEAU GARDENS CONDO ASSOCIATION - 2 RADIO AVE SECAUCUS, NJ 07094

OWNER/TENANT Contact Form

DATE _____ UNIT NUMBER _____ PARKING SPACE # _____

NAME(S) OF OWNER(S) - _____

Circle One. - I **DO** / **DO NOT** reside in this condo unit.

If I **DO** reside in this unit, I (we) am (are) – Adult(s) _____ Child (ren) _____

If I **DO NOT** reside in this unit, my current address is - _____

City/State and Zip Code - _____

Telephone (home) _____ (work) _____

Emergency Telephone - _____ E-mail- _____

PERSON(S) and ADDRESS TO BE BILLED FOR MAINTENANCE BILL (*if different from above*)

Name(s) - _____

Address - _____

City/State/Zip - _____

NAME(S) OF TENANT(S) (if applicable)- _____

How many total occupants reside in this condo? Adults _____ Children _____

Telephone (home) _____ (work) _____

Emergency Cell # - _____ E-mail - _____

ACKNOWLEDGMENT OF ACCURACY AND COOPERATION

I (we) have completed the Owner's and Tenant's Contact Sheet and understand that the Chateau Gardens Condominium Association's Board of Directors and/or Managing Agent will utilize this information to officially communicate with me when needed and/or required.

Owner Signature _____ Print Name _____ Date _____

Owner Signature _____ Print Name _____ Date _____