

# **THE MOUNTAIN CLUB CONDOMINIUM ASSOCIATION HOUSE RULES AND REGULATIONS**

## **OCCUPANCY**

1. One (1) bedroom units shall not be occupied by more than three (3) persons.
2. Two (2) bedroom units shall not be occupied by more than four (4) persons.

## **HALLWAYS**

1. The common halls and stairways of the building shall not be obstructed or used for any purpose other than the entrance to and exit from any unit of the building.
  - a. Maintenance responsibility of the common hallways is as follows:
    - i. The Mountain Club Condominium Association, Inc. (hereinafter referred to as the “Condominium”), is responsible for the maintenance of the hallway smoke detectors, painting of the hallways and stairways and carpet replacement.
    - ii. Light bulbs will be changed by the Condominium.
    - iii. Stairways and upper landings are the responsibility of the occupant in the upper unit.
    - iv. Lower landing is the responsibility of the occupant in the lower unit.
  - b. Damage to the common hall or stairways must be reported in writing to the Condominium Maintenance Department as soon as it occurs.
    - v. It shall be the responsibility of the occupant causing the damage to pay any reasonable expenses incurred for repairs as determined by management.
    - vi. Shareholders shall be required to notify Management Office no less than seven (7) days in advance of actual move. Any damages caused during moving shall be the responsibility of the occupancy.
  - c. Common doors must be kept closed and locked at all times.

## **NOISE**

1. An occupant shall not make or permit any disturbing noises in the building or outside of the

building or permit anything to be done therein, which will interfere with the rights, comforts or convenience of other occupants, including but not limited to loud gatherings, stereo, radio, television, or exercise equipment.

2. Construction or repair work or other installation involving noises shall not be conducted in any unit except between the hours of 8:30 am and 8:00 pm, except on an emergency basis.
3. A contractor under contract to the Condominium, with the approval of the occupant, may enter the occupant's unit at a mutually arranged time, between the hours of 8:30 am and 8:00 pm to provide the service required.
4. In case of emergency, access must be provided, at any time.

### **WINDOWS**

1. Nothing shall be hung or shaken from the windows or doors of any units. Objects shall not be placed on the exterior windowsills of the building.
2. Window air conditioning units are not allowed.
3. No signs, notices, advertisements, or commercial illumination shall be allowed to inscribed or exposed on or at any window or other part of the building.
4. Seasonal decorations are permitted for a period of time up to four (4) weeks before and after each holiday.
5. The interior and exterior of windows must be kept clean by the occupants with the exception of the exterior of the picture window.
6. All windows should be covered with shades, blinds, or such other window treatments designed to cover windows, and all such shades, blinds and window treatments shall be maintained in good repair by the occupant.

### **COMMON AREAS**

1. All exterior and interior common areas (halls, stairways and attic) shall be kept free of all personal items owned by the occupants.
2. Children shall not play in the common halls, stairways, laundry rooms, or garages.

### **GARBAGE/TRASH/RECYCLING**

1. Garbage, trash or personal items shall not be stored in common hallways or anywhere in or on common property. Garbage and trash shall be disposed of in the receptacles provided. It is the responsibility of each occupant to dispose of their own refuse in accordance with all state and township recycling and sanitary codes.

2. All occupants shall comply with the requirements for recycling mandated by the Township of Parsippany-Troy Hills (as per the attached, which may be changed from time to time).
3. Bulk items such as furniture, refrigerators, air conditioners, and appliances, cannot be disposed of in the dumpsters. Occupants must make arrangements with the Management Office during normal business hours.

### **UNIT INTERIOR**

1. Clothes washers and dryers are not permitted in any unit.
2. Toilets, sinks and tubs in the building shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other foreign articles be thrown into the toilets or sinks.
3. Floors of each unit must be covered with rugs/carpeting to the extent of at least 80% of the floor area of each room, excluding only kitchens, bathrooms, and closets. All rugs/carpeting must have padding.

### **VEHICLES/PARKING**

1. All resident owned or leased vehicles must be parked in the parking space assigned by the management office and/or in the garage rented by the resident for that purpose, prior to the vehicle occupying a visitor parking space. All vehicles must be parked head-on.
2. Any vehicle which is found to be unregistered, has an expired registration, lacks current inspection sticker, or appears to be inoperable for some reason, shall not be parked in any area of the complex.
3. Each unit has one assigned parking space. If any unit occupant has more than one vehicle, it must be parked in an unassigned space, on the street, or in a “rented” garage.
4. Parking in another occupant’s assigned space is not permitted. Violators may be towed at the vehicle owner’s expense (refer to Mountain Club Towing Procedures).
5. Parking is not permitted in posted or restricted areas. Parking is not permitted in entryways to parking areas, exits, or walkways.
6. Parking is not permitted in front of garages.
7. Double-parking or piggyback parking is not permitted.
8. No vehicle belonging to an occupant, family member, guest or employee shall be left in such a manner as to impede or prevent ready access or egress to any entrance by any other vehicle.

9. Parking spaces are to be used for motor vehicles **ONLY**. No boats, motor homes, trucks, or other oversized vehicles are allowed.
10. Vehicles must fit within the indicated lined areas of parking spaces.
11. Vehicles are not to be parked in front of or behind any dumpster.
12. Parking in a restricted area is a municipal violation and the police will ticket violators.
13. Notification to the Management Office is required for vehicles that will remain stationary for fourteen (14) days or longer.
14. All resident owned or leased vehicles must display a valid Mountain Club vehicle ID sticker in the vehicle window. Vehicles new to the community must receive stickers within one week. Un-stickered vehicles shall be subject to fine and /or towing. (See Mountain Club Towing Procedures).

### **SCOOTERS/MOPEDS**

The operation of motorized scooters, mini-bikes, mopeds, dirt-bikes, ATVs, or any similar unlicensed motorized recreational vehicle, is prohibited anywhere within the community.

### **GARAGES**

1. Garage doors must be kept closed at all times.
2. Garages are not to be used for the storage of any items other than cars, motorcycles, bicycles, baby carriages or strollers. Based on Municipal Fire Codes, it is forbidden to store any hazardous or combustible material within any garage or any other area of the complex.
3. Vehicles must be pulled into the garages head-on.
4. Vehicles must not be left to idle while in the garage.
5. Washing of any vehicle is prohibited throughout the complex.
6. Changing of vehicle's motor oil is prohibited.
7. Upon vacating a garage, occupant must leave garage broom clean.

### **LAUNDRY ROOMS**

1. Laundry Room facilities are available during the following hours:

Weekdays

8:00 am – 9:00 pm

Weekends

9:00 am – 9:00 pm

2. The laundry rooms shall be used for the intended purpose only. These areas shall not be used for storage of occupant's personal belongings. Laundry room doors must be kept closed and locked at all times.
3. All occupants should take reasonable care in maintaining these areas.
4. Sink faucets must be turned off completely after use and leaks must be reported immediately.
5. Lights must be turned off upon leaving the laundry room.
6. The maintenance staff is responsible to sweep the floors, empty the trash and replace lights.
7. Laundry room trash receptacle is to be used for empty laundry product containers, dryer lint and other products directly related to the washing and drying of clothes. It is not to be used for any other garbage or trash.

### **STORAGE BINS**

1. Storage bins are provided for occupants. The securing of the individual bin is the responsibility of the occupant. Use of these bins is at the risk of the occupant.
2. Upon vacating the premises, occupant must empty the bin of all of their property.
3. Based on Municipal Fire Codes, it is forbidden to store any hazardous or combustible material within any storage bin or any other area of the complex. .

### **PETS**

1. No dogs shall be kept or harbored in a unit or permitted on the common grounds.
2. One (1) domesticated house cat may be kept in a unit, but will not be permitted on the common grounds.
3. No more than two (2) domesticated birds, caged, will be permitted in a unit.
4. One (1) fish tank not larger than thirty (30) gallons, may be kept in a unit.
5. The pet must not endanger the health and safety, or unreasonably disturb the owner or occupants of any other units.
6. The keeping of pets shall be subject to such rules and regulations as may be issued by the Condominium Association.

7. If a Unit Owner fails to abide by the rules and regulations applicable to pets, the Unit Owner shall be subject to fines and/or removal of the pet from their unit.
8. The Condominium may impose a registration fee.
9. In addition, any pet which endangers the health of any Unit Owner or resident of a unit, or which creates a health hazard or nuisance or an unreasonable disturbance, as may be determined by the Condominium, must be permanently removed from the property upon seven (7) days written notice by the Condominium.

### **CRIMINAL ACTIVITY/CONTROLLED SUBSTANCE**

1. Any occupant, family member, or guest, or any other person under the occupant's auspices, shall not engage in or facilitate criminal activity on or near the Mountain Club, including but not limited to, violent criminal activity or drug related criminal activity.
2. Occupant agrees that if controlled substances as defined in Section 102 of the Controlled Substance Act, {21 USC, Section 802} are found in the owned or leased premises, except for such controlled substances as have been dispensed to the person in possession of the same pursuant to a lawfully issued prescription, it being the burden of the occupant to establish that all elements of the foregoing exception apply, the existence of such controlled substances shall constitute a material breach by the occupant of the lease agreement.

### **MAINTENANCE REQUESTS**

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

### **GAS GRILLS/PROPANE TANKS**

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

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

### **APPLICATION FOR TRANSFER**

1. Notification for transfer of ownership, leasing or subleasing must be filed with the managing agent.

2. Garages are limited to one garage per unit. Exception to this rule is any unit that has rented two or more garages prior to October 21, 1997. They may maintain the use of these garages pursuant to their lease agreement.

## **THE MOUNTAIN CLUB TOWING PROCEDURES**

Cars may be towed from the Mountain Club premises at owner's expense for the following reasons:

1. If an unauthorized car is parked in an assigned space and the owner of the assigned space requests Management to remove it, the following steps will be taken:

- a. The superintendent who responds to the call shall ask for identification to verify that the space belongs to the complainant.
- b. After verifying the ownership of the space, the superintendent shall call the towing contractor and wait for the tow truck to arrive.
- c. After the car is removed, the superintendent shall notify the local police that the vehicle has been towed and the telephone number and address to where it has been towed.

2. If a vehicle is found to be without a valid Mountain Club vehicle ID sticker, or is found to be unregistered, or with an expired registration, or lacks a current inspection sticker, or is inoperable or has been abandoned by the owner (defined as the vehicle has not been moved from the parking space it occupies (occupied) for 6 consecutive weeks):

- a. Management will tag the vehicle with a warning that will require removal, valid registration and/or inspection, or a Mountain Club ID sticker by a certain date.
- b. If the vehicle is not removed, displaying valid registration and/or inspection, or stickered within the prescribed time, the vehicle will be towed at the expense of the owner of said vehicle from the Mountain Club property.

3. In an emergency, any vehicle that impedes emergency vehicles will be towed.

## **THE MOUNTAIN CLUB CLUBHOUSE RULES AND REGULATIONS**

1. A Recreation Membership Card is required in order to use gym facilities. Membership card can be obtained at Management Office and must be shown to Clubhouse attendant (in addition to signing in) prior to using gym facilities.
2. Individuals must be eighteen (18) years of age to obtain membership card and use gym facilities.
3. A card-carrying member must accompany all guests. Card-carrying member shall assume responsibility for their guests.
4. Smoking is not permitted anywhere in the clubhouse, including but not limited to, the locker rooms, lavatories, and exercise areas.
5. Cell phones are prohibited in the gym.
6. Sneakers and shirts must be worn in the gym.
7. Use of furniture inside the Clubhouse is not permitted by anyone wearing a wet bathing suit or any other wet clothing.
8. All damages, accidents, injuries and/or problems with the facility shall be reported immediately to the attendant on duty, the managing agent and/or staff.

## **THE MOUNTAIN CLUB POOL & POOL AREA RULES & REGULATIONS**

1. Occupants and their guests must have their Recreation Membership Card at all times while in the pool and pool area.
2. No one shall use the pool unless there is a lifeguard in attendance.
3. An adult must accompany children under twelve (12) years of age.
4. There shall be no ball playing, running, pushing, or horseplay in the pool area.
5. Nothing shall be taken or worn inside the pool area, which may tend to pollute the water or injure the bathers. Diapered children must wear rubber pants over all types of diapers, including swim diapers.
6. No glassware is permitted at the pool.
7. No alcoholic beverages are allowed.
8. NO SMOKING is allowed anywhere inside the main gate, including, but not limited to, the pool and pool area.
9. Occupants and their guests are responsible for depositing all refuse such as, but not limited to cans, paper, chewing gum and wrappers, etc. in the receptacles provided.

“The Mountain Club Pool and Pool Area Rules and Regulations” bind all users of the Pool Area.

## **THE MOUNTAIN CLUB TENANTS COURT RULES AND REGULATIONS**

1. The courts shall only be used for their intended purpose.
2. Courts may not be reserved in advance.
3. Occupants and their guests only may use courts. Guests may only play when accompanied by an occupant.
4. Play shall be limited to forty-five (45) minutes for “singles” and one (1) hour for “doubles”, if other players are waiting.
5. Children under fourteen (14) shall not be allowed to use the courts when adults are waiting.
6. Proper attire shall be worn at all times, including but not limited to tennis sneakers. Shirts must be worn at all times.
7. Deposit and a valid Recreation Membership Card are required to obtain key from Management Office for tennis court use.
8. Tennis court gates must be locked when not in use.

**PLAY AT YOUR OWN RISK.**

SCHEDULE OF CURRENT FINES

<u>INFRACTION</u>	<u>FINES PER DAY</u>
Unauthorized alterations to Corporation Property, plus cost to restore or repair	\$100
Unauthorized alterations inside units effecting Structural members, plus cost to restore or repair	\$100
Disturbing Noises	\$100
Parking Violations	\$100
Speed Violations	\$100
Parking Sticker Violation	\$100
Pet Rule Violations	\$100
Violation of move in/move out rules	\$100
Window Air Conditioners	\$100
Clothes washer/dryer in unit	\$500
Units not 80% carpeted & padded	\$100
Garage and common doors left open	\$ 50
Vacated garage not left broom clean	\$100
Personal items, including toys, left on common grounds and not in use	\$100
Attic Storage	\$100
Common hallway storage	\$150
Cleaning of common hallway	\$ 50
Over-occupancy of unit	\$200
Clubhouse/Pool/Tennis Court Violations	\$100

In addition to fines, the shareholder will be responsible for the cost of repairs to damaged property.

All other violations not covered may be subject to a fine at the discretion of the Board of Directors.

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

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

THE MOUNTAIN CLUB CONDOMINIUM ASSOCIATION  
ALTERNATE DISPUTE RESOLUTION

I VIOLATIONS OF THE CONDOMINIUM DOCUMENTS

1. Any unit owner, officer, director or agent of the Condominium has the authority to request that a unit owner cease or correct any act or omission, which appears to be in violation of the Condominium documents. Such informal request should be made before the formal mediation process is initiated.

2. The Condominium may make attempts to secure compliance with the Condominium documents through correspondence to the unit owners which may consist of a statement of violation and a notice of fine, if applicable, upon unit owner claimed to be in violation. The Notice of Violation and Intent to Levy Fine may be combined in a single letter-form document and shall collectively be referred to hereinafter as the "Notice".

The Notice shall include:

(a) the act or omissions with which the unit owner is charged including, if possible, times, dates, places and persons involved;

(b) the specific provisions of the Condominium documents allegedly violated;

(c) The fine to be assessed for the violation, if applicable, and, at the option of the Condominium, any additional fine that will be assessed if the violation continues;

(d) any suspension of voting rights or right to use common facilities or amenities if authorized under the Condominium documents.

(e) notice that the unit owner may elect, within ten (10) days after receipt of the notice, to proceed to make the Request for Mediation in the event the unit owner disputes the allegations and/or fine, if applicable, contained in the notice (the "Dispute"). If the unit owner does not respond and make the Request for Mediation as provided in the Associations Dispute Resolution Procedure within the ten (10) day period, the notice shall indicate that the unit owner has waived the right to

mediation. Copies of such correspondence will be maintained in the Condominium's files, and a copy may be sent to counsel for the Condominium. The fine imposed or suspension of rights, if so authorized in the Condominium documents, shall be held in abeyance pending the outcome of any alternate dispute resolution proceeding.

When the unit owner is issued a notice of violation(s) and intent to levy a fine, the unit owner has the right to request a hearing under the Alternate Dispute Procedure, a copy of which is attached to these Rules and Regulations