

**Mountain Shadows Condominium Association**  
**Rule and Regulations**  
**(rev. 09-2022)**

# MSCA Rules & Regulations

**Mountain Shadow Condominium Association**  
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## **1. Purpose**

These Rules and Regulations, which have been adopted by the Board, are intended to conform to the purpose for which the Mountain Shadows Condominium Association of Franklin Lakes, Inc. (the Association) was formed and provide for the governance and administration of the Association property.

The objectives are:

- To protect the rights of all unit owners to use the condominium facilities and enjoy privacy, peace and quiet in their own units
- To assure that the grounds and facilities are maintained and used properly so that attractive and safe conditions are always preserved, and
- To protect the investment of unit owners by assuring that the facilities and properties are not misused and damaged requiring expenditure of funds for repair or replacement.

These Rules and Regulations are in addition to and are not to be construed as replacing or in any way abrogating the restrictions, duties or responsibilities set forth in the Master Deed or By-Laws.

## **2. Authority**

Article III, Section 2(c) of the By-Laws of the Association, delegates to the Board the authority to establish rules and regulations governing the property of the Association and the conduct of the unit owners.

## **3. Alarm Systems**

All security (alarm) systems must be installed by a qualified vendor, and must have an automatic reset feature (not to exceed ten [10] minutes). All equipment including horns, sirens or bells must be mounted within the unit. Note; the Borough of Franklin Lakes requires all alarm systems to be registered.

## **4. Attachments to or on Buildings**

The exterior walls, decks, railings, light fixtures, porches, roofs or any common property shall not be altered, changed, adhered to or affixed with any fixtures without the prior written approval of the Board.



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**5. Clubhouse**

The Mountain Shadows Clubhouse may be rented by any resident owner for family events, such as birthday parties, showers, anniversaries, etc., for a security deposit of \$300.00 from which the cost of cleaning after the event will be deducted. Clubhouse rental is strictly limited to resident owners. A Clubhouse Rental Agreement is required and available from the Managing Agent. The Clubhouse is available without charge for a meeting open to all resident owners where a matter is to be presented and/or discussed which specifically relates to the Mountain Shadows Association owners.

**6. Common Property**

"Common Property" is as defined in the Master Deed and includes, but is not limited to, all of the grounds surrounding the 64 units of the Mountain Shadows complex and the facilities, including the pool, tennis courts, clubhouse, basketball backboard, driveways, waste treatment plant and streets and are considered "property owned in common" by all unit owners. The Association is responsible for and maintains all common areas. The policy of the Association concerning skylights is that venting (operable) skylights are the responsibility of the unit owner while non-venting (stationary) skylights are the responsibility of the Association. Repair or replacement of venting skylights must be coordinated with and approved by the Association.

Any requests for changes to or maintenance of common property are to be sent to the Board.

Unit owner delegates rights of enjoyment of the common properties to members of the resident owner's immediate family, or the owner's tenant or contract purchaser provided they live in the owner's unit. In such instances, the unit owner and family forfeits his use of the common properties if the owner does not continue to reside in the unit.

**7. Common Property Landscaping**

Unit owners do not individually own the trees, lawns and shrubs surrounding the units and, therefore, may not alter these common elements. If a unit owner wishes to add, remove and/or modify the permanent landscaping surrounding the owner's unit at the unit owner's expense, a detailed proposal must be submitted to and be approved by the Board.

Any and all landscape problems or suggestions are to be communicated to the Managing Agent. Unit owners are not to tamper with the sprinkler system and are to report problems to the Managing Agent.

**8. Decks**

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It is the responsibility of the unit owner to use the deck in a manner which does not adversely affect the appearance of the unit. The decks, railing, walls and other parts of the decks shall not be altered, changed, adhered to or affixed with any fixtures without the prior written approval of the Board. Nothing is to be stored under the decks.

The decks will be painted at the same time the exterior of the units are painted. If a unit owner decides, in the interim, to repaint his deck, Sherwin Williams Balanced Beige # 7037 / Deckscapes solid latex deck stain must be used at the owner's expense. Each unit owner is expected to provide reasonable care and maintenance for the deck. Any required structural repairs to the decks are the responsibility of the individual unit owner. Structural and/or other repairs ascertained at the time of painting will be performed as required.

### **9. Garage Doors**

The exterior garage doors are the responsibility of the Association. Owners are responsible for any negligent act or damage done to these doors. The interior and closing/mechanical systems attached to the garage doors are the responsibility of the owner.

### **10. Flowers**

Unit owners may plant annuals around their units. Flowerpots may be placed on the front steps and deck or on the driveway in front of the garage. Those who plant flowers must remove them at the end of the growing season.

### **11. Estate Sales**

Estate sales are permitted only in the event of the sale of the unit however, Garage Sales are not Permitted. The purpose of these sales is to allow an owner who is moving or the beneficiaries of a deceased owner to liquidate the contents of a home. Estate sales may only be conducted on weekends (Saturday and Sunday) between the hours of 9:00 AM and 4:00 PM. Borough of Franklin Lakes Code, Chapter 279, must be followed. Approval from the Board of Directors is required and may be obtained by contacting the management company. No signage is allowed on the property. The applicant conducting the sale must keep the streets and surrounding areas clear and free of litter. All contents being discarded must be kept in the garage until the designated garbage pick-up day.

### **12. General Use of Property**

No part of the condominium property may be used for any purpose except housing and the related purposes for which the condominium property was designed. Included within, but not in



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limitation of, the foregoing prohibition is the conduct of a business, industry, trade, occupation or profession of any kind, whether commercial, religious, educational or other kind, designed for profit, non-profit or otherwise. Such prohibition, however, does not preclude the use of up to 25% of the floor area for the purpose of operating a home office provided that the following criteria are met:

- a. Any activity is conducted entirely within the home and carried on by the residents.
- b. The use of a home office does not change the character of the property
- c. There is no display or stock in trade at the premises. No items are sold on the premises.
- d. No person who is not a resident is employed for the purposes of the operation of the home office.
- e. The use of a home office is clearly incidental and secondary to the use of the premises as a home.

### **13. Holiday Decorations**

Seasonal and holiday decorations may be placed only on the front door, garage, stoop, doors or in windows of a unit. No lights or any other decoration may be placed on any common areas. No lawns, shrubs, trees or walks may be adorned with ornaments; nor may a unit owner place lights on any trees or shrubs. No seasonal figures may be placed on the grassy areas in front or in the back of a unit. All holiday decorations must be removed not later than 30 days after the holiday.

### **14. Late Charges**

The monthly condominium maintenance fee (and any assessment) is due on the first day of each month. If any fee or assessment is not received by the fifteenth (15<sup>th</sup>) of the month, a late charge of \$25.00 will be assessed to the unit owner. A delinquent unit owner will also be obligated to pay collection costs, including but not limited to attorney's fees, and interest at the annual rate of 7% per annum on all amounts unpaid after 30 days after the due date. All payments will be applied first to accrued interest, late charges, fines and collection costs and then to past due maintenance fees and assessments. Payments remain the responsibility of the unit owner, even in a lease situation. Late fee charges will be compounded and added for each additional month the assessment is late.

### **15. Offensive Activity**

No obnoxious, dangerous, noisy or offensive activity shall be carried on in any of the common or limited common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or a nuisance to other unit owners or occupants.

No exterior loudspeakers except those in portable audio/visual equipment shall be allowed.



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Residents shall exercise reasonable care and consideration and avoid making noise that may offend or interrupt the enjoyment of others.

No offensive or unlawful use shall be made of any unit. All laws, ordinances and regulations of other governing bodies having jurisdiction over the condominium shall be observed.

**16. Outdoor Lighting (coach lamps)**

Outdoor decorative lighting is not permitted (except as provided under "Holiday decorations" above). Exterior lighting (coach lamps affixed to the buildings) is considered unit owners property but must conform to Association standards. Requests to alter outdoor lighting for safety reasons are to be submitted in detail to the Board for its prior review and approval. Such lighting is not to constitute a hazard or a nuisance to other residents. Unit owners are to contact the Management office for details pertaining to permissible coach lamp replacements i.e. manufacturer, sizes etc. All safety lights must be on short duration motion sensors and directed down so as not to shine onto or into other units. Any change in exterior fixtures must be approved in advance. Livex Black Coach lighting fixture #2251 is the approved replacement for outside lighting however, if unavailable a Property Modification Form along with a picture of the fixture must be submitted to the Board for review and approval before replacing.

**17. Parking**

Parking is prohibited on streets in Mountain Shadows between 2 AM and 6 AM. Overnight guest parking that cannot be accommodated in the unit owner's driveway is permitted for one night in front of the tennis courts with notification to Management. If a longer period of guest parking is required, the unit owner must apply in writing to the Association for an extension. Residents may not use the area in front of the clubhouse, tennis courts, or treatment plant for parking or storage of their own vehicles unless otherwise previously approved by the Association, in writing and for a limited period of time. The parking of commercial vehicles in driveways or elsewhere on association property, except when such commercial vehicles are involved in performing resident services, is not permitted. Parking fines for illegal over-night parking is per vehicle per occurrence.

**18. Pets and Animals**

Pet restrictions: No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit, or in the Common Elements. Notwithstanding the foregoing, a total of two (2) twenty five (25) lbs. or less household pet (i.e. cats, dogs, or other domestic customary household pets) shall be permitted per each Unit provided that they are not kept, bred or maintained for any commercial purpose; provided that they are housed within the Unit; provided that they are kept under supervision, do not cause or create any nuisance or unreasonable disturbance or noise or create obnoxious odors or waste on the property of the Association and do not endanger the health

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or welfare of any person. Pets must be leashed when they are outside. Using a deck or any of the common areas, as a litter box is unsanitary and can result in ground water contamination and is prohibited. Pet owners are required to pick up and clean up after their pets. Pets are never permitted on the tennis courts, in the pool or in the pool area. The cost of restoring any lawn or common area damaged by a pet will be billed to the unit owner.

**19. Grills and Heaters**

Only natural gas, electric grills and/or heaters are permitted on decks. Propane and charcoal grills and heaters are prohibited.

**20. Recycling**

Recycling containers must be covered and in good condition. Recycling should be placed at the curb the night before collection. Empty containers must be removed from the street by the end of the same day and stored in the garage.

**21. Satellite Dishes and Antennas**

No radio or television antennas or satellite dishes shall be attached to or hung from the exterior of any unit without the prior written approval of the Board.

**22. Signs**

No signs (except as required by law), such as but not limited to, "For Sale", "For Rent", "For Lease" or any form of advertising, e.g., that of an Interior Decorator, shall be displayed in any portion of the unit, except for security stickers on windows or sliding glass doors. No signs (except as required by law), including decorative signs, will be permitted in/on the limited common and common elements and other landscaping areas or flowerbeds.

**23. Speed Limit**

The speed limit is 15 MPH on the streets of Mountain Shadows.

**24. Personal Property**

Storage or display of any personal property, including, but not limited to, bicycles, sports equipment, outdoor furniture, statues, basketball hoops, grills, boats, garden equipment/ornaments



or toys on the common property is prohibited.

## **25. Storm Doors**

The unit owner has the option to purchase and install a storm door. However, to maintain a uniform and pleasing appearance, the choice of style and color is regulated. The two style choices are shown as "Exhibit A" to the Rules and Regulations. The color must be dark brown to match the trim on the building or sandstone to match the siding.

## **26. Swimming Pool**

The pool is open from Memorial Day to Labor Day with a gate guard on duty. There is no lifeguard. Notice will be provided as to the exact time and dates of operation.

It is very important that the pool regulations be followed. The goal is to ensure that all can safely enjoy the pool and that there is compliance with state and local regulations.

## **27. Pool Rules and Regulations**

In accordance with the State's Health and Hygiene Rules pertaining to pools, a person may not enter the pool if experiencing any of the following conditions:

- Any communicable skin disease, sore or inflamed eyes, cold, nasal or ear discharges or any other communicable disease
- Excessive sunburn, open blisters, cuts or bandages
- Currently experiencing or recovering from diarrhea or has any signs or symptoms of gastrointestinal (stomach) disease within the past 7 days

Badges will be issued to residents who are current with the payment of all dues, assessments, and late fees. Lost badges must be reported and the resident can purchase a replacement. Badges must be worn at all times by residents and guests over the age of 16 for admittance to the pool and pool area.

- Showering is required before entering the pool
- Diving is strictly forbidden
- Whenever there is thunder, lightning or rain, everyone must immediately leave the pool and the pool area
- A parent or guardian (18 years or older) must accompany children under the age of 16. The parent/guardian must be in swimming attire and be able to rescue the child or the child's guest in case of emergency.
- Encourage children to use the restroom before entering the pool
- Children 4 years of age or younger must be held by a parent or guardian in the main pool and must be carefully supervised in the children's pool.
- Children who cannot swim or who cannot stand in the pool must wear swim vest or jackets.



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- Children must wear bathing suits or rubber swimming pants over diapers. Should the main pool be closed due to leakage from a child's diaper, the home owner will bear the cost of the pool closing.
- Diaper changing is permitted only in the restrooms. Wrap soiled diapers in plastic and take them home for disposal
- Bathing suits are the only acceptable pool attire. Shorts, cut-off jeans, etc. are not permitted.
- Rafts or floats may be used only when their use does not interfere with other swimmers.
- Only soft toys may be used in the pool. Super soakers and other shooting devices are absolutely forbidden. Nerf balls may be used on the grassy area at the rear of the pool.
- Adults who wish to swim laps must be given adequate space. Children should move to provide a lane for an adult.
- Pool furniture may not be held, reserved or removed from the pool area.
- When the pool area is crowded, parents should direct children to vacate chaise lounges for adult use.
- Food and drink may only be consumed at a table – absolutely no food or drink is permitted in the pool. No glass containers are permitted – use plastic or paper plates or cups. No alcoholic beverages are permitted.
- Please clean the table after you have used it. Please use the proper containers for your garbage and recyclables.
- A resident must accompany guests. Only four guests per unit are permitted. Residents are responsible for informing guests about pool regulations.
- Pets are not permitted in the pool or pool area.
- Smoking is not allowed in pool or pool area.

**28. Tennis & Pickleball Courts**

- Badges must be worn by all residents and their guests while using the courts.
- Courts may be used between 7 AM and 11 PM and are for the exclusive use of residents and their guests.
- Guests must be accompanied by a resident.
- If there are players waiting, a single player must vacate the court.
- Tennis attire, including non-marking tennis shoes, must be worn.
- Players are required to wear shirts at all times.
- No food is permitted on the courts. All beverages must be in unbreakable containers. Please remove all trash at the end of play and place them in the containers provided.
- Children younger than 16 who are unaccompanied by an adult, must relinquish the court within 15 minutes after 6 PM on weekends if adults are waiting.
- No profanity or boisterous behavior is permitted on the courts.
- The courts are for tennis & Pickleball only. Bicycles, roller blades, skateboards, etc. are strictly prohibited.
- Pets are not permitted on the courts.

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**29. Trash/Garbage**

Trash containers must be covered, in good condition without holes or cracks. Trash should be placed at the curb after 5:00 PM of the night before collection. No loose garbage is permitted and those found littering will be fined. Empty containers must be removed from the street by the end of the same day and stored in the garage. All trash is to be put in covered trash cans. No loose trash or trash in plastic bags are allowed to be placed at the curb for pick up. Large items (as described in the General Information section) are only to be placed at the curb on the day of or night before the pick-up is scheduled.

**30. Vehicles**

All vehicles parked in the complex must be registered. In addition, only vehicles that are operable may be on the property. Owners of non-operable or non-registered vehicles must store them off Association property. Assembling, disassembling and/or performing maintenance on motor vehicles on any part of the Common Elements in the community is prohibited.

**31. Pulis Avenue Emergency Driveway**

The emergency access driveway next to the Waste Treatment Plant is not for use by residents. It must be available at all times for access by emergency vehicles with the gate locked and latched at all times.

**32. Waste Treatment and Sewer System**

Plumbing leaks or constantly running toilets must be repaired immediately and sump pumps, where used, must not discharge into the drains or sewer system. Residents must ensure that harmful chemicals and other pollutants do not enter the system.

**33. Winter Heating**

All units must be heated to the extent necessary to prevent damage from freezing temperatures, regardless of whether or not the unit is occupied. Owners are also responsible for shutting off any outside faucets or water sources subject to freezing.

**34. Basket Ball Hoop**

The use, placement, construction, installation, or storage of a basketball hoop, backboard, or court on common property by a unit owner is strictly prohibited.



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**35. Motorized Vehicles**

No gas or electric powered motorized scooter or snowmobile is to be driven within the confines of the Association property. For all other vehicles, all drivers are required to be licensed drivers and the vehicles registered or licensed with the department of motorized vehicles having jurisdiction over the vehicle. All operators of bicycles, tricycles or similar vehicles are required to drive with approved helmets.

**36. Rentals**

All Unit Owners who lease their Units shall provide a copy of a fully executed lease along with the Lease Rider, attached to the Rules and Regulation, to the Secretary of the Board and Managing Agent *within 14 calendar days* the execution of the Lease or Lease renewal. Such lease shall include the names of all occupants, email of primary tenant, the day and evening telephone number of the occupants, the length of the lease term, and the following certification:

*I, (Unit Owner) have included in my lease and lease rider with (Tenant(s)' Names) ["Tenants"] the provision that the Tenants shall be subject to all the Master Deed Covenants and Restrictions, By-laws and Rules and Regulations of the Mountain Shadows Condominium Association ("MSCA"). I also certify that I shall be responsible to the Association MSCA as the Unit Owner for my tenant's violations of any such covenants, restrictions, By-laws, rules and regulations. I further certify that I have provided my Tenants with a copy of such covenants, restrictions, By-laws, rules and regulations.*

Additionally, owners renting their units must carry HO6 Insurance Policy. Renters must carry Renters Insurance Policy. Unit owner is responsible to supply copies of both insurance policies to Managing Agent. No unit may be leased for a period shorter than 1 calendar year.

All units that are leased will be assessed a Lease Administrative Fee of \$ 500.00 per year annually and it will be assessed on November 1.2022 and will not be pro-rated.

**37. Property Modification**

Unit Owners are required to obtain the prior written approval of the Association for any structural modifications they wish to make to the interior of their unit. Unit Owners should contact the Property Manager to obtain the required application (and sample COI) to modify their unit. If prior consent of the Association is not obtained and the work is done, the Association has the right to require the Unit Owner to restore the unit to its original condition at the Unit Owner's expense. Any structural alterations to the interior must be made according to the local Building code, including obtaining any necessary permits and final inspections, copies of which must also be given to the Property Manager. If modification is approved, an INDEMNIFICATION, HOLD HARMLESS AND RESTRICTIVE COVENANT must be signed by the unit owner.



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**38. Dumpsters and PODs**

Any containers for demolition or storage (such as a POD) need to have wood placed at the bottom of container on the driveway and notification of the installation along with a limit of 7 days for the placement of such container, extensions need to be Board approved. A Certificate of Insurance is required to be presented to Managing Agent prior to work commencing. Note that if there are any structural changes being made, the plans from an architect or engineer must be provided for review by the Board prior to any work commencing (see Property Modification item # 38). Any non-compliance- \$200.00 fine will be implemented.

**39. Fine Schedule**

Any owner (and or guest, tenant of an owner) that is in violation of any Policies/Rules & Regulation, and/or the Master Deed By-Law of the Mountain Shadows Condominium, will have the fine (s) assessed to the unit of the owner of any violation, per the fines listed. It is the responsibility of the unit owner to provide to their tenant (s) as applicable the Rules and Regulations. The fines as are as follows per a resolution dated September 21, 2021: \$25.00 first day of each offense, \$50.00 second day of each offense, and third day and all continual days of violation will hold a daily fine of \$100.00 until the violation ceases. If there are multiple offenses on any particular day, then the unit will be assessed additionally in accordance with the fine schedule.

**40. Dryer Vent Cleaning (Resolution dated March 11, 2013)**

Unit Owners are required to have their dryer vents cleaned every two (2) years by a qualified contractor only, at the Unit Owner's expense. Invoices and/or receipts from a qualified contractor evidencing that the work was completed must be provided to Property Manager as proof.

**41. Violations of the Governing Documents of the Association and Enforcement Procedures**

Article III, Section 2(h) of the By-Laws of the Association grants to the Board the power to enforce obligations of unit owners, including the right to bring lawsuits to enforce the Association's Rules and Regulations as amended (September 21, 2021) and the right to levy fines against the unit owners for violation thereof. According to the By-Laws, and (i) fine schedule listed in Section 39 of the Rules and Regulations. but for each day a violation continues after notice it shall be considered a separate violation and additional fines will be imposed, (ii) fines may not be imposed without at least ten days prior notice to the unit owner of the violation and the opportunity for the unit owner to be heard by the Board prior to the imposition of the fine, and (iii) the collection

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of fines may be enforced against the unit owner as if the fine were a common charge owed by the unit owner.

With the objective to endeavor to resolve disputes concerning alleged violations of the Association's Master Deed, By-Laws and/or Rules and Regulations (the "Governing Documents") prior to the imposition of fines or the commencement of court action, the Board has adopted Alternate Dispute Resolution Procedures (the "ADR Procedures") as set forth as "Exhibit B" to these Rules and Regulations. In the event that the ADR Procedures are invoked by an eligible person described in the ADR Procedures with respect to an alleged violation of the Governing Documents that, according to the terms of the ADR Procedures, is subject to such Procedures, the ADR Procedures will first be followed, absent an emergency situation, before any other action is taken by any such eligible person in order to obtain compliance with the Governing Documents or to impose and collect fines for the violation thereof.



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**EXHIBIT B – Rules and Regulations**

**Alternative Dispute Resolution Procedures**

Mountain Shadows at Franklin Lakes, A Condominium (hereafter referred to the "Association") shall provide a fair and efficient procedure for the resolution of disputes between individual unit owners and the Association, and between different unit owners, that shall be readily available as an alternative to litigation. The procedures to be followed in providing this alternative are as follows.

**1. General Procedures**

(a) Any unit owner, tenant, other resident, trustee or Manager of the Association who believes that a unit owner, tenant, other resident, or the Association is engaging in conduct that violates the Association's Master Deed, By-Laws, and/or Rules and Regulations (the "Governing Documents"), shall be entitled to file a written complaint with the Association or the Association's Manager. The complaint shall be on a form prescribed by the Association, signed and dated by the person complaining.

(b) The Manager will attempt to resolve the complaint informally. If the Manager is not able to resolve the complaint informally, the Manager shall promptly provide a copy of each complaint to the Board of Trustees.

(c) If the Board determines that a complaint that alleges a violation of the Governing Documents against a unit owner, tenant, or other resident appears valid, the Board may:

(1) direct the Manager to notify the respondent (i.e., the person against whom a complaint is made, and the actual unit owner, if different), that a complaint has been filed and demand that the conduct complained of cease by a specified date, advise the respondent that if the conduct does not cease by that date the Association may impose a fine (or fines for a continuing violation), and advise the respondent whether mediation of the dispute is available pursuant to the Association's Mediation Procedures; or

(2) impose a fine (or fines for a continuing violation) on the respondent, and direct the Manager to notify the respondent of the fine(s), the basis for the fine(s) and the respondent's right to seek mediation of the fine(s) before the Association's ADR Committee.



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Any fine(s) imposed by the Board shall be reasonable and shall not exceed the maximum fine(s) allowed by the Association's Governing Documents and the maximum monetary penalty permitted to be imposed for a violation or a continuing violation under section 19 of the "Hotel and Multiple Dwelling Law" (N.J.S.A. 55:13A-19, which provides that the fine shall not exceed \$500.00 for a single violation and shall not exceed \$5,000.00 for a continuing violation). Any fine(s) imposed shall be added to the unit owner's account and shall be additional maintenance due to the Association.

If a dispute between unit owners is referred to mediation, the Board shall hold in abeyance any fine(s) or other covenants enforcement pending the completion of the mediation.

(d) Whenever a complaint is required to be served on a respondent under these procedures, the Manager shall serve a copy of the complaint (together with the notice required by subparagraphs (c)(1) and (2) above) on the respondent personally, or by simultaneous certified mail, return receipt requested and regular mail. Service by mail shall be deemed effective three days after the date on which mailed. If the Board has imposed a fine, the notice shall also include the amount of the fine, and shall advise the respondent that he/she has ten days in which to request mediation of the fine before the ADR Committee.

## **2. Mediation Procedures**

(a) The Board shall promptly refer a dispute to mediation if the complaint involves:

(1) a housing-related dispute between two or more unit owners who all agree to mediation, that has not been informally resolved by the Manager; or

(2) a dispute between the Board and a unit owner who requests mediation that involves an alleged violation by the Board of the Governing Documents. Mediation shall not be available for certain kinds of disputes with the Association, however, including but not necessarily

limited to Board action that is discretionary in the management and operation of the Association, Board action that is protected from challenge by the business judgment rule, collection of past due arrears owed by a unit owner, and similar



**Mountain Shadow Condominium Association**  
**Rules and Regulations**  
**(rev. 09.2022)**

disputes for which the Association is not legally required to offer alternative dispute resolution between itself and unit owners; or

(3) a request by a respondent for mediation of a fine imposed by, or other housing related dispute with, the Association.

The mediation process shall be initiated upon the written request of all parties to a dispute, or by an individual unit owner if a dispute is with the Association. The form of the request for mediation shall be provided by the Association. The request for mediation shall contain a brief statement generally setting forth the nature of the dispute.

(b) The mediation shall be conducted by a member or members of the ADR Committee, or other person(s) not a Board member, selected by the Committee. The mediator shall be an impartial, independent neutral who shall have no relationship with either party. The ADR Committee shall have the right in its discretion to assign up to three mediators to a particular dispute, if the ADR Committee deems it appropriate to do so.

(c) Each party to the mediation may prepare and submit, at least three business days prior to the date scheduled for the mediation session, a written statement setting forth the acts or omissions from which the dispute arose; the specific provisions of the Governing Documents which allegedly have been violated; and/or the party's defense to the Complaint. The position statement shall not exceed three (3) typewritten pages. No responsive or supplemental statements shall be permitted. The mediation shall be held, if possible, within twenty (20) days after the request for mediation is filed with the Association's Manager.

(d) Both parties shall meet with the mediator(s) for one mediation session of not more than three (3) hours. If the dispute cannot be settled at the mediation session, or at any mutually agreed continuation, either party may give the other, and the mediator(s), a written notice declaring the mediation process at an end.

(e) The mediator(s) shall manage the mediation proceedings as the mediator(s) deems best so as to make it expeditious and less burdensome than litigation. The mediator(s) shall be responsible for controlling the procedural aspects of the mediation proceedings. The mediator(s) shall not have the authority to impose a settlement on the parties, but may make recommendations for settlement and assist the parties in reaching a satisfactory resolution of the dispute. If, after the initial mediation session, the mediator(s) determines that adequate progress in the mediation has not occurred, the



**Mountain Shadow Condominium Association**  
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**(rev. 09.2022)**

mediator(s) shall have the right to terminate the mediation, even if both parties assert their desire to continue the mediation.

(f) If the parties agree to settle the dispute, the settlement shall be documented by the mediator(s) at the conclusion of the mediation session and all parties will be asked to sign the agreement at that time. In the event the mediation is between a resident and the Board, the agreement will indicate that the terms negotiated by one or more members of the Board are subject to approval by a majority of the Board, and the representative of the Board will undertake to secure that approval as soon as possible, but in any event not more than ten (10) days after the mediation. In the event that a majority of the Board does not accept one or more of the provisions, every effort will be made to reschedule a mediation session to resolve outstanding issues.

(g) Mediation proceedings shall be conducted in private. Only the parties, their attorneys (if any) and the mediator(s) shall attend. Other persons may attend only upon the express consent of the parties and the mediator(s). All proceedings of, or writings generated in connection with, the mediation, including any position statement, settlement agreement, mediator's settlement recommendations, and any statement made by any party or other participant, shall in all respects be considered part of settlement negotiations and without prejudice to the respective rights, remedies and defenses of the Association and any other parties. Nothing said or disclosed during the mediation process, nor any document produced, which is not otherwise independently discoverable under the New Jersey Court Rules, shall be offered or received as evidence or used for impeachment or for any other purpose in any pending or future litigation, except that either party shall have the right to enforce any signed settlement agreement in accordance with its terms."

**GENERAL RESOLUTION  
OF  
MOUNTAIN SHADOWS CONDOMINIUM ASSOCIATION  
WITH REGARD TO  
LEASING POLICIES OF MOUNTAIN SHADOWS CONDOMINIUM  
ASSOCIATION**

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WHEREAS the Board of Directors of Mountain Shadows Condominium Association, Inc. is charged with the responsibility of proper administration of the Rules and Regulations and policies concerning the Leasing of Units at Mountain Shadows Condominium Association,

WHEREAS the Board of Directors deems it necessary for the proper administration of these facilities.

NOW, be it resolved that

1. All units that lease out their units, will be charged a lease administrative fee of \$ 500.00 each year, assessed in the November Statement and is due by the 15<sup>th</sup> of each November as with the common charges.
2. New Leases: A copy of a new lease, must be presented to the managing agent, no later than 14 days before the tenant moves into the unit and provide all items as listed in the rules of regulations as follows. Failure to provide the items listed in will have a fine of \$ 500.00.

**36. Rentals**

All Unit Owners who lease their Units shall provide a copy of a fully executed lease to the Secretary of the Board and Managing Agent *within 14 calendar days* the execution of the Lease or Lease renewal. Such lease shall include the names of all occupants, email of primary tenant, the day and evening telephone number of the occupants, the length of the lease term, and the following certification:

*I, (Unit Owner) have included in my lease with (Tenant(s)' Names) ["Tenants"] the provision that the Tenants shall be subject to all the Master Deed Covenants and Restrictions, By-laws and Rules and Regulations of the Mountain Shadows Condominium Association ("MSCA.") I also certify that I shall be responsible to the Association MSCA as the Unit Owner for my tenant's violations of any such covenants, restrictions, By-laws, rules and regulations. I further certify that I have provided my Tenants with a copy of such covenants, restrictions, By-laws, rules and regulations.*



Additionally, owners renting their units must carry HO6 Insurance Policy. Renters must carry Renters Insurance Policy. Unit owner is responsible to supply copies of both insurance policies to Managing Agent. No unit may be leased for a period shorter than 1 calendar year.

3. All lease renewals must be provided to the managing agent for Mountain Shadows, no later than fourteen days ( 14) days before the lease renews, or be subject to a \$ 500.00 fine.
4. This policy shall take effect on November 1.2022
5. I, MARIE BYRNE, President of Mountain Shadows Condominium Association do hereby certify that the foregoing is true and correct copy of a resolution by the Board of Directors of Mountain Shadows Condominium Association, Inc. duly adopted and that the same is entered as such in the records of said Corporation.

MOUNTAIN SHADOWS CONDOMINIUM ASSOC. INC.

By:

Marie Byrne

Marie Byrne President, Board of Director  
August 30.2022

**MOUNTAIN SHADOWS  
CONDOMINIUM ASSOCIATION, INC.**

**LEASE RIDER**

This Rider to the Lease between \_\_\_\_\_  
("Landlord" / "Unit Owner") and \_\_\_\_\_ ("Tenant") for  
the Condominium Unit located at \_\_\_\_\_ entered into this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_ (the "Lease").

**IT IS HEREBY AGREED** to as follows:

1. **LEASE SUBJECT TO MASTER DEED, BY-LAWS AND RULES AND REGULATIONS.** The governing documents of the Mountain Shadows Condominium Association, Inc. (the "Association"), including the Master Deed, By-Laws, Rules and Regulations, and Association Resolutions, and any amendments thereto (the "Governing Documents"), constitute material provisions of the Lease and are incorporated by reference in the Lease. By signing this Rider, Tenant has been provided all the Rules and Regulations and agrees to comply fully with the provisions of all the Governing Documents. If any provision of the Lease is inconsistent with the Governing Documents, the Governing Documents shall control.
2. **VIOLATION OF THE GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION.** Failure to comply with the Governing Documents constitutes a material breach of the Lease and grounds for termination and eviction. In the event Tenant fails to comply with any provision of the Governing Documents, then, in addition to all other remedies which it may have, the Association may notify Unit Owner of such violations and demand that the same be remedied through Unit Owner's efforts, at the Unit Owner's sole expense.
3. **FINES AND CHARGES.** Unit Owner is responsible for paying to the Association any fines, costs and expenses and remedial assessments properly assessed against the Unit by the Association as a result of the actions or inactions of Tenant.
4. **NO AMENDMENTS OR SUBLET.** Tenant shall not sublet, assign or transfer all or any part of the Lease or the Unit without the prior written consent of the Landlord and the Association.
5. **NO RENTAL FOR TRANSIENT OR HOTEL PURPOSES.** Tenant expressly acknowledges that the Governing Documents provide that no Unit shall be rented by a Unit Owner or otherwise utilized for transient or hotel purposes. Transient or hotel purposes are defined as any rental if the users or occupants of the Unit are provided customary hotel services, including but not limited to room service for food and beverages, maid service, laundry and/or linen service, and bellboy service. Unit Owner and Tenant warrant and represent to the Association that the Unit is not being and shall not be rented or utilized for transient or hotel purposes, as so defined. All leases shall be for a minimum of one year.



6. **EXECUTION OF LEASE RIDER.** Unit Owner and Tenant acknowledge and agree that a copy of this Lease Rider shall be furnished to the Association no later than fourteen ( 14) days prior to the commencement of the term of the Lease or any renewal thereof.
7. **OCCUPANTS.** The Unit must be occupied in accordance with applicable law. Accordingly, for identification purposes and Association recordkeeping, the following individuals will be occupying the Unit.

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

IF PERSONS OTHER THAN THOSE LISTED ABOVE OCCUPY THE UNIT, TENANT WILL BE IN VIOLATION OF THIS LEASE AND SUBJECT TO TERMINATION AND EVICTION.

9. **COUNTERPARTS.** This Lease Rider may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have set their hands on the date(s) noted below.

Dated:

\_\_\_\_\_

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_

\_\_\_\_\_  
Unit Owner

Dated:

\_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_

\_\_\_\_\_  
Tenant

**MOUNTAIN SHADOWS CONDO  
HOMEOWNER INFORMATION SHEET**

Dear Unit Owner(s):

In an effort to update our database and to better service your needs, we need your assistance by filling out the form below. If an emergency arises, the information below will make it easier for us to reach you.

**HOMEOWNER INFORMATION**

Unit Owner(s): \_\_\_\_\_

Street Address: \_\_\_\_\_

Home Phone#: \_\_\_\_\_

**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_

Cell #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Office #: \_\_\_\_\_ Office #: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: (If different from unit address)

**Emergency Contact Person**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_

**TENANT INFORMATION (If Applicable)**

Name(s): \_\_\_\_\_

Home #: \_\_\_\_\_ Work #: \_\_\_\_\_

Cell #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Lease Terms: From: \_\_\_\_\_ To: \_\_\_\_\_

Lease Agreement is on file with Management: ☐ Yes ☐ No

If "NO" please make sure a copy is supplied to the management office in accordance with the Association's governing documents. Please keep in mind that failure to provide Management with a copy of your lease agreement may result in fines and/or penalties.

**Associa - Community Management Corporation of New Jersey  
55 Lane Road, Suite 440 | Fairfield, NJ 07004  
Tel: (973) 773-6262 Fax: (973) 773-4932**



**MOUNTAIN SHADOWS CONDO  
HOMEOWNER INFORMATION SHEET**

**VEHICLE INFORMATION**

**Vehicle #1**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate #: \_\_\_\_\_ State: \_\_\_\_\_

**Vehicle #2**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate #: \_\_\_\_\_ State: \_\_\_\_\_

**Vehicle #3**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate #: \_\_\_\_\_ State: \_\_\_\_\_

**PET INFORMATION (If Applicable)**

Do you have a pet?   ☐ Yes   ☐ No      If yes, please continue below

Type of Pet: \_\_\_\_\_ Name of Pet: \_\_\_\_\_

Breed: \_\_\_\_\_ Color of Pet: \_\_\_\_\_

Type of Pet: \_\_\_\_\_ Name of Pet: \_\_\_\_\_

Breed: \_\_\_\_\_ Color of Pet: \_\_\_\_\_

**Please return this form to the address below or email to [cnjhelp@associa.us](mailto:cnjhelp@associa.us).  
Thank you for your anticipated cooperation in this matter.**

# Property Modification Application

## Mountain Shadows Condominium Association

This application is required for any work that includes modifications to any unit in Mountain Shadows. A few examples are removing or relocating any interior walls, remodeling of kitchens/bathrooms, improvements in basements, window replacements, fireplace conversions. Questions can be directed to Associa® Community Management at CNJhelp@associa.us or 973-773-6262.

This form must be submitted and approved before any work is started.

Application Date: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Mountain Shadows Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Tel #: \_\_\_\_\_

Is this a Fast Track Request? (Please see Checklist for Remodeling/Construction Projects) Yes No

Modification Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Fast Track projects typically do not require anything other than the modification description as long as the specifications on the Mountain Shadows website are used.
- General Projects must provide the following information:
  - Architect/Engineering plans
  - Material Specifications
  - Photos of area being reviewed for approval.

The Board of Directors will review and respond in writing within 30 days of this request. Additional information may be requested prior to final approval.



# Property Modification Application

## Mountain Shadows Condominium Association

Upon approval, the following documents must be provided to Associa® Community Management before any work can be started.

- Unit Owner may be required to sign a Hold Harmless agreement - Associa® Community Management will advise
- Photocopies of permits (if required) must be sent to Associa® Community Management Customer Service
- Form completed and sent to Associa® Community Management  
COI must be included with Vendor Information Form

I/We represent that:

I/We are the lawful owners of the premises.

I/We agree to abide by the terms and conditions of the approval procedures, the Declaration of Covenants and Restrictions, the By-laws, and the Rules and Regulations of the Mountain Shadows Condominium Association as they apply to this application.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\*\*\*\*\*

(For Board to Complete)

Date Received \_\_\_\_\_

Approved \_\_\_\_\_

Conditionally Approved \_\_\_\_\_

Denied \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Board Member Signature

\_\_\_\_\_  
Date

# Vendor Information Form

## Mountain Shadows Condominium Association

Mountain Shadows Address \_\_\_\_\_

Owner Name \_\_\_\_\_ Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

Has Property Modification Application been approved for this project? \_\_\_\_\_

The following information must be sent to Associa® Community Management prior to any work commencing.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Licensed # \_\_\_\_\_

Phone # \_\_\_\_\_ Email Address: \_\_\_\_\_

Dates of work to be performed: \_\_\_\_\_

Description of work being performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is a permit required? \_\_\_\_\_

Vendor Information Form, Certificate of Insurance and copies of permits (if required) should be sent to Associa® Community Management any of the following ways:

Email to: [CNJHelp@associa.us](mailto:CNJHelp@associa.us)

Mail to: Associa® Community Management Corporation of New Jersey

55 Lane Road, Suite 440

Fairfield, NJ 07004



WORK REQUESTED: \_\_\_\_\_  
**INDEMNIFICATION, HOLD HARMLESS AND RESTRICTIVE COVENANT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between:

**MOUNTAIN SHADOWS AT FRANKLIN LAKES, A CONDOMINIUM ASSOCIATION, A NEW JERSEY CORPORATION** ("Associatio") a non profit corporation, created Master Deed dated March 4, 1985, and recorded August 22, 1985 in the Office of the Bergen County Clerk in Deed Book 6919 at Page 689 et seq., as same has been amended from time to time, Mountain Shadows at Franklin Lake, a Condominium Association, has been established pursuant to N.J.S.A 46:88-1, et seq., upon certain land in the Borough of Franklin Lakes, County of Bergen, and State of New Jersey, located at 1 Valen Court, Franklin Lakes, NJ:

And ("Unit Owner"): \_\_\_\_\_

Residing at: \_\_\_\_\_ Unit: \_\_\_\_ Building \_\_\_\_\_

The Association hereby agrees that the Unit Owner shall be permitted to replace/modify as shown on attached modification, (**hereinafter referred to the modification**) subject to the following:

- A. The aforesaid unit is hereby restricted in the the Unit Owner herein and their heirs and assigns shall indemnify and hold harmless the Association from and against any and all maintenance responsibility or repairs claims where such maintenance or repairs result from, directly or indirectly, caused by the **modification** thereof, and further agrees to hold harmless the Association harmless from any and all liability claims arising out of the **modification** or its installation, maintenance, repair or replacement. This Indemnification includes any costs of suit, and/or attorney's fee incurred by the Association.
- B. The Unit Owner agrees to repair or replace any Common Elements and/or Limited Common Element (i.e. siding, framing, grass, shrub beds, etc.) damaged by the **modification** and restore the property to its original condition. In the event the Unit Owner neglects to restore the Common Elements and Limited Common, the costs and expenses incurred by the Association for same shall be the responsibility of the Unit Owner and collectible in the same manner as a Common Expense Assessment. The foregoing is not intended to limit any other remedies available to the Association pursuant to the Master Deed, as amended, or the By-Laws or any other applicable rule or regulation.
- C. All successor Residents/Owners of this Unit will be subject to this Restrictive Covenant and responsible for the obligations described herein.

IN WITNESS WHEREOF, the parties hereto have set their signature on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
MSCA : \_\_\_\_\_  
Please print or type name under signature

\_\_\_\_\_  
UNIT OWNER: \_\_\_\_\_

**COMPLETED MSCA MODIFICATION APPLICATION MUST BE ATTACHED.**

A submitted Certificate of insurance (COI) from contractors, companies making deliveries or removals, or any type of work being done by any company within Mountain Shadows at Franklin Lakes, must include the following:

Coverages are needed to be shown on all certificates

- General Liability – at least \$1 million per occurrence
- Automobile – at least \$1 million per occurrence
- Workers Compensation – at least \$500,000
- Umbrella Policy – If they have one
- Pollution Liability – at least \$1 million

Within Field "DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES" YOUR COI MUST STATE EITHER:

**A) FOR A DELIVERY OR REMOVAL OF FURNITURE:**

- Mountain Shadows at Franklin Lakes and Associa Community Management are additional insured with respects to delivery/removal of furniture or other items to/from (ENTER UNIT OWNER NAME) at Mountain Shadows at Franklin Lakes within Unit # (ENTER UNIT NUMBER)

**B) FOR A CONTRACTOR DOING WORK FOR THE ASSOCIATION, OR ANY TYPE OF INSTALLATION, REPAIR, OR ALTERATION, YOUR COI MUST STATE:**

- Mountain Shadows at Franklin Lakes and Associa Community Management are additional insured with respects to (DESCRIPTION(s) OF WORK TO BE PERFORMED), (WHERE ON THE PROPERTY WORK IS BEING DONE), with General Liability/Umbrella policies providing ongoing and completed operation coverage.

**C) THE CERTIFICATE HOLDERS MUST BE REFLECTED AS:**

| Mountain Shadows at Franklin Lakes  
| 1 Valen Ct | c/o Associa CMCCNJ  
| Franklin Lakes, NJ 07417

-And-

Associa – Community Management Corp.  
55 Lane Road, Suite 440  
Fairfield, NJ 07004

COIs may be faxed to 973 - 773 - 4932 , emailed to cnjhelp@associa.us ,

Should you require any further information, please call the management office at 973 - 773 - 6262 .

On the following page, you may find a Sample COI for Mountain Shadows at Franklin Lakes ,  
with all required fields highlighted for further reference.

Mountain Shadows at Franklin Lakes

1 Valen Ct | c/o Associa CMCCNJ | Franklin Lakes, NJ 07417

Office: 973 - 773 - 6262 Fax: 973 - 773 - 4932





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Agent / Broker Name Insurance Agent / Broker Street Address or P.O. Box Insurance Agent / Broker City, State & Zip Code	<b>CONTACT NAME</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: <b>CONTACT NUMBER</b> <b>CONTACT EMAIL ADDRESS</b> FAX (A/C, No): <b>CONTACT FAX</b>																					
<b>INSURED</b> Vendor Name Vendor Street Address Unit / Apartment / P.O. Box Vendor City, State & Zip Code	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>Name of Insurance Company</th><th>NAIC #</th></tr></thead><tbody><tr><td>A</td><td>Name of Insurance Company A</td><td>Enter NAIC #</td></tr><tr><td>B</td><td>Name of Insurance Company B (if applicable)</td><td>Enter NAIC #</td></tr><tr><td>C</td><td>Name of Insurance Company C (if applicable)</td><td>Enter NAIC #</td></tr><tr><td>D</td><td>Name of Insurance Company D (if applicable)</td><td>Enter NAIC #</td></tr><tr><td>E</td><td>Name of Insurance Company E (if applicable)</td><td>Enter NAIC #</td></tr><tr><td>F</td><td>Name of Insurance Company F (if applicable)</td><td>Enter NAIC #</td></tr></tbody></table>	INSURER	Name of Insurance Company	NAIC #	A	Name of Insurance Company A	Enter NAIC #	B	Name of Insurance Company B (if applicable)	Enter NAIC #	C	Name of Insurance Company C (if applicable)	Enter NAIC #	D	Name of Insurance Company D (if applicable)	Enter NAIC #	E	Name of Insurance Company E (if applicable)	Enter NAIC #	F	Name of Insurance Company F (if applicable)	Enter NAIC #
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F	Name of Insurance Company F (if applicable)	Enter NAIC #																				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		Enter Policy #	Effective	Expires	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>\$100,00</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>\$5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>\$2,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	\$100,00	MED EXP (Any one person)	\$	\$5,000	PERSONAL & ADV INJURY	\$	\$1,000,000	GENERAL AGGREGATE	\$	\$2,000,000	PRODUCTS - COMP/OP AGG	\$	\$2,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$	\$1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$	
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DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	\$100,00																																			
MED EXP (Any one person)	\$	\$5,000																																			
PERSONAL & ADV INJURY	\$	\$1,000,000																																			
GENERAL AGGREGATE	\$	\$2,000,000																																			
PRODUCTS - COMP/OP AGG	\$	\$2,000,000																																			
COMBINED SINGLE LIMIT (Ea accident)	\$	\$1,000,000																																			
BODILY INJURY (Per person)	\$																																				
BODILY INJURY (Per accident)	\$																																				
PROPERTY DAMAGE (Per accident)	\$																																				
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$	X		Enter Policy #	Effective	Expires	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>\$1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$	\$1,000,000	AGGREGATE	\$	\$2,000,000																								
EACH OCCURRENCE	\$	\$1,000,000																																			
AGGREGATE	\$	\$2,000,000																																			
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Enter Policy #	Effective	Expires	<table border="1"><thead><tr><th></th><th>PER STATUTE</th><th>OTH-ER</th></tr></thead><tbody><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>\$500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>\$500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>\$500,000</td></tr></tbody></table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	\$500,000	E.L. DISEASE - EA EMPLOYEE	\$	\$500,000	E.L. DISEASE - POLICY LIMIT	\$	\$500,000																		
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E.L. DISEASE - EA EMPLOYEE	\$	\$500,000																																			
E.L. DISEASE - POLICY LIMIT	\$	\$500,000																																			
	Other																																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**A) FOR A DELIVERY OR REMOVAL OF FURNITURE**

• ASSOCIATIONname and Associa Community Management are additional insured with respects to delivery/removal of furniture or other items to/from (ENTER UNIT OWNER NAME) at ASSOCIATIONaddress within Unit # (ENTER UNIT NUMBER)

-OR-

**B) FOR A CONTRACTOR DOING WORK FOR THE ASSOCIATION, OR ANY TYPE OF INSTALLATION, REPAIR, OR ALTERATION, YOUR COI MUST STATE**

• ASSOCIATIONname and Associa Community Management are additional insured with respects to (DESCRIPTION(s) OF WORK TO BE PERFORMED), (WHERE ON THE PROPERTY WORK IS BEING DONE), with General Liability/Umbrella policies providing ongoing and completed operation coverage.

**CERTIFICATE HOLDER****CANCELLATION**

ASSOCIATIONNAME  
ASSOCIATIONaddress  
ASSOCIATIONcityStateZIP  
-And-  
Associa - Community Management Corp.  
55 Lane Road, Suite 440  
Fairfield, NJ 07004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDERS NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE