

MASTER DEED

OF

MOUNTAIN SHADOWS AT FRANKLIN LAKES,  
A CONDOMINIUM ASSOCIATION

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MASTER DEED  
OF  
MOUNTAIN SHADOWS AT FRANKLIN LAKES  
A CONDOMINIUM ASSOCIATION

THIS MASTER DEED, made this *4<sup>th</sup>* day of *March*, 1985, by VALEN-BARROW COMPANY, a Partnership, having offices at 15 Ver Valen Street, Borough of Closter, County of Bergen and State of New Jersey (hereinafter referred to as "Grantor").

WHEREAS, Grantor is the owner of the fee simple title to those lands and premises described in Exhibit "A" attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the Condominium;

WHEREAS, it is the present intention of the Grantor to develop the Condominium as a Condominium consisting of sixty-four (64) units, pursuant to the provisions of R.S. 46:8B-1 to 30, (The Condominium Act), under the name of Mountain Shadows at Franklin Lakes, A Condominium Association, and to that end to cause this Master Deed to be executed and recorded, together with all necessary exhibits thereto.

THEREFORE, WITNESS:

1. Grantor does hereby submit, declare and establish Mountain Shadows at Franklin Lakes, A Condominium Association, in accordance with R.S. 46:8B-1 to 30 for that parcel of land described in Exhibit "A" aforesaid, all as shown on that certain map entitled "Site Plan, Mountain Shadows at Franklin Lakes, Block 2503-Lots 1 & 2, Owner Valen Barrow Company-Zone-Business B PRD District, Borough of Franklin Lakes, Bergen County, N. J.," being Exhibit B hereto.

2. The Condominium shall contain seventeen (17) buildings

with a total of sixty-four (64) units as shown on that certain plat entitled "Site Plan, Mountain Shadows at Franklin Lakes, Block 2503, Lots 1 & 2, Owner Valen-Barrow Company-Zone-Business B PRD District, Borough of Franklin Lakes, Bergen County, N. J.," attached hereto as Exhibit C and made a part hereof, including all rights, roads, water, privileges and appurtenances thereto, belonging or appertaining, with each Unit therein designated by a specific number.

3. The plans for the building are as shown on the drawings being separately filed as Exhibit "D". The dimensions, area and location of the Units for the Condominium and appurtenant garages and laundry-storage rooms are shown graphically on Exhibits "C" and "D" aforesaid, as same may be amended from time to time as herein provided. Each Unit consists of the area enclosed horizontally by the unexposed faces of the dry walls of the exterior walls of the building and the unexposed faces of the dry walls of the Unit side of the dry walls dividing the Unit from other Units. Vertically each Unit consists of the space between the upper face of that sub-floor located at ground level, if slab, and on basement level, if not slab, and the airspace immediately below the lower face of the roof of each Unit, exclusive of fixtures mounted to the roof. Doors and windows which open from a Unit are part of the Unit.

Each Unit also includes all appliances, fixtures, interior partitions and other improvements located within or appurtenant to the Unit described which are exclusive to such Unit, although all or part thereof may not be located within the Unit, and shall include but not be limited to the following individual appurtenances:

- (a) Complete heating system and any air conditioning system (including compressors) which may be installed.
- (b) So much of the plumbing system as extends from walls or floors into the interior air space.

- (c) All utility meters not owned by the public utility or agency supplying service.
- (d) All electrical wires which extend from the ceilings, walls or floors into the interior air space and all fixtures, switches, outlets and circuit breakers.
- (e) All balconies, stoops, porches and patios.

4. All appurtenances and facilities and other items which are not a part of the Units or Limited Common Elements shall comprise the Common Elements as graphically shown on Exhibits "C" and "D" aforesaid. The Common Elements shall also include by way of description but not by way of limitation:

- (a) All lands described in Exhibit "A" aforesaid, whether or not occupied by building containing above-described Units.
- (b) All streets, curbs, sidewalks and parking areas, all subject to the easements and provisions set forth in Paragraph 7 of this Master Deed.
- (c) Lawn areas, shrubbery, conduits, utility lines, and waterways, all subject to the easements and provisions set forth in Paragraph 7 hereof.
- (d) The electrical and telephone wiring network throughout the Condominium not owned by the public utilities providing such services.
- (e) Public connections for gas, electricity, light, telephone and water not owned by the public utility or other agency providing such services.
- (f) The foundations, main walls (including windows, doors and chimneys therein), and roof.
- (g) Exterior lighting and other facilities necessary to the upkeep and the safety of the building and grounds.

- (h) All recreational facilities including but not limited to: swimming pool, club house, and tennis courts.
- (i) Any easement or other right hereafter granted for the benefit of the Unit owner(s) for access to or use of recreational or other common elements not included within the lands which are a part of the Condominium.
- (j) All other elements of the Condominium rationally of common use or necessary to the existence, upkeep and safety thereof, including but not limited to the waste package treatment plant.

The Limited Common Elements shall consist of the following:

- (a) The garages of the sixty-four (64) Units, as shown on Exhibit "D" aforesaid, shall constitute Limited Common Elements for the exclusive use of such Unit.
- (b) The owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost of repairs thereto caused by his own negligence, misuse or neglect, and shall be responsible for the cleaning thereof. Any other repairs or maintenance by or with respect to the Limited Common Elements shall be the responsibility of The Association.

6. The owners of a Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and shall acquire as an appurtenance to each Unit, an undivided interest in the Common Elements of the Condominium as set forth in Exhibit "F" attached hereto and made a part hereof, subject to any amendments as herein provided. The said appurtenant undivided interest in the Common Elements shall not be divisible from the Unit to which it appertains. Each Unit shall be charged for Common Expenses in accordance with its percentage square footage to all Units. Any surplus of Common Expenses, if distributed, shall be distributed in accordance with the percentage of contribution to the Common Expenses. The division of proceeds, if any, from any casualty loss, any eminent domain proceedings or from any other disposition of the Condominium property shall be shared, according to percentage.

Said percentage is expressed as a finite number to avoid an interminable number of digits. The fifth digit has been adjusted to that value which is most nearly correct. These percentages shall remain fixed in accordance with Unit size.

Anything to the contrary notwithstanding, voting rights of Unit owners shall not be based upon the foregoing percentage but instead, shall be based upon one (1) vote for each Unit owned.

#### 7. Easements

(a) Grantor, for itself, its successors and assigns, hereby declares that every Unit owner shall have a perpetual easement, in, upon, through and over the land described in Exhibit "A" aforesaid, to keep, maintain, use, operate, repair and replace his Unit, garage and any storage room in their original position and in every subsequent position to which they change by reason of the gradual forces of nature and the elements.

(b) Grantor hereby reserves unto itself, its successors and assigns an easement in, upon, through and over the Common Elements for as long as the said Grantor, its successors and assigns shall be engaged in the construction, development and sales of the Units, which easement shall be for the purpose of construction, installation, maintenance and repair of the existing building appurtenances thereto, for ingress and egress to all Units, all Common Elements and other community facilities and for the use of all roadways, parking lots, existing and future model Units for sales promotion and exhibition. In addition, Grantor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for a period of one (1) year after the date of delivery of the Unit Deed for such purposes as may be reasonably necessary for the Grantor or its agents to complete the Condominium or service any Unit thereof. Any such exercise of the above easement will be done with advance notice at reasonable hours except in an emergency, in which case, entry shall be immediate.

(c) Grantor reserves unto itself, its successors, assigns and agents, an easement, in, upon, through and over the lands comprising the Common Elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephones, pipes, lines, mains, conduits, waters, poles, transformers and any and all other equipment or machinery necessary or incidental to the



proper functioning of any utility systems serving the Condominium.

- (d) Grantor, for itself, its successors and assigns, hereby declares that every Unit owner shall have a perpetual easement for the continuance of any encroachment by his Unit on any adjoining Unit or on any Common Element, now existing as a result of construction of the building or which may come into existence hereafter as a result of the reconstruction of the building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the building stands.
- (e) Grantor, for itself, its successors and assigns hereby declares that the Borough of Franklin Lakes, Bergen County, New Jersey (but not the public in general) shall have a perpetual non-exclusive easement to enter upon all roadways, parking areas, driveways, walkways, and sidewalks for purposes of maintaining the safety, health, welfare, police and fire protection of the citizens of said Borough, including the residents of the Condominium.

#### 8. By-Laws and Administration

The administration of the Common Elements of the Condominium shall be by Mountain Shadows at Franklin Lakes, A Condominium Association, in accordance with the provisions of the Condominium Act, this Master Deed, the By-Laws attached hereto as Exhibit "E" and made a part hereof, any other documents, amendments or supplements to the

foregoing which may subsequently be required by an institutional mortgage lender, or by any governmental agency having regulatory jurisdiction over the Condominium Association by any title insurance company selected by Grantor to insure title to any Unit(s). Grantor hereby reserves for itself, its successors and assigns, for a period of five (5) years from the date hereof or until last unit is sold, whichever is earlier, the right to execute on behalf of all contract purchasers, Unit owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium any such agreements, documents, amendments or supplements which may be so required.

By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium Association, each and every contract purchaser, Unit owner or occupant, or holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm Grantor, its successors and assigns, as attorney-in-fact for the purpose of executing such, amended Master Deed(s) or other instrument(s) necessary to effect the foregoing. The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Condominium Units and be binding upon the successors and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power. Except as herein provided, this Master Deed may be modified or amended without the acquiescence of all Unit owners. All amendments or modifications shall be evidenced by an Amendment to Master Deed which Amendment shall be recorded in the Bergen County Clerk's Office.

#### 9. Restrictions

This Master Deed is subject to all covenants, restrictions and easements of record. It is further subject to the zoning

ordinances of the Borough of Franklin Lakes. Compliance is also required with the Addenda to the Developer's Agreement made November 20, 1984 between the Borough of Franklin Lakes, its Planning Board and the Developer which requires that any charges for the escrow fund for the operation, maintenance and repairs and the sinking fund for renewal and replacement which become the responsibility of the Condominium Association shall, if not paid, constitute a lien on both the common areas and the individual condominium units in accordance with the individual unit's share of the responsibility for common areas, as shall be any costs and expenses, including but not limited to legal and engineering costs and expenses of the Borough of Franklin Lakes incurred in either activating said funds or in procuring payment of said funds if not voluntarily paid.

#### 10. Obligations of Grantor

The Grantor covenants and agrees that for so long as it owns one or more of the Condominium Units, the Grantor shall be subject to the provisions of this Master Deed and of all exhibits attached hereto; and the Grantor covenants to take no action that will adversely affect the rights of the other owners of Units and their successors in interest, as their interest may appear.

#### 11. No Partition

Subject to the provisions of the Master Deed, By-Laws of Mountain Shadows at Franklin Lakes, A Condominium Association, and the Condominium Act, the Common Elements shall remain undivided and no Unit owner(s) shall bring any action of partition or division thereof. In addition, the undivided percentage interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instruments.

#### 12. Compliance by Owners

Each Unit owner or occupant shall comply with the provisions of this Master Deed, the By-Laws and the rules and regulations of Mountain Shadows at Franklin Lakes, A Condominium Association, or their representatives, with any other documents, amendments or supplements to the foregoing which subsequently may be required by any governmental authority, as same may be lawfully amended from time to time. Failure to comply with any such provisions, rules or regulations shall be grounds for injunctive relief by the Grantor, the Association and any other Unit owner. The obligation of Unit owners shall include repayment to the Grantor of all sums escrowed by the Grantor in accordance with the Addenda to the Developer's Agreement of November 20, 1984 and shall include the obligation to replace the Grantor as to such escrows at the time that seventy-five percent (75%) of the Condominium Units planned shall be sold.

#### 13. Restrictions Against Short Term Leases

No Unit shall be rented by the owners thereof for transient or hotel purposes, which shall be defined as "(a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services; such such as room service for food and beverage, maid service, furnishing laundry and linen, and bell-boy services." Other than the foregoing obligations, the Unit owners shall have the absolute right to lease the same provided the said lease is made subject to the covenants and restrictions contained in this Master Deed, the By-Laws of Mountain Shadows at Franklin Lakes, A Condominium Association, and other documents referred to herein, including the right of amendment to Grantor herein.

#### 14. Damage, Destruction or Condemnation

If any building improvement or Common Element or any part thereof is damaged, or destroyed by fire, casualty or eminent domain,

the repair, restoration or ultimate disposition shall be as provided in R.S. 46:8B-24 and 25, respectively.

15. Insurance,

Mountain Shadows at Franklin Lakes, A Condominium Association, shall obtain and continue in effect blanket property insurance in form and amount satisfactory to mortgagees holding first mortgages on the individual Units but without prejudice to the right of the owners of any such Unit to obtain individual Unit insurance. In addition, Mountain Shadows at Franklin Lakes, A Condominium Association, shall obtain and continue such other amounts of blanket property insurance as may be required by the provisions of its By-Laws. Premiums for any such blanket insurance coverage shall be a Common Expense to be included in the monthly assessment for Common Expenses and such premium charges shall be held in a separate account of the Condominium Association, to be used solely for the payment of said premiums as same become due.

16. Exhibits

Exhibits attached hereto and made a part hereof are the following:

(a) Exhibit "A"

Metes and bounds description of Condominium property.

(b) Exhibit "B"

Map known as "Site Plan, Mountain Shadows at Franklin Lakes, Block 2503-Lots 1 & 2, Owner Valen Barrow Company-Zone-Business B PRD District, Borough of Franklin Lakes, Bergen County, N. J."

(c) Exhibit "C"

Plat known as "Site Plan, Mountain Shadows at Franklin Lakes, Block 2503-Lots 1 & 2, Owner

Valen Barrow Company-Zone-Business B PRD District,  
Borough of Franklin Lakes, Bergen County, N. J."

(d) Exhibit "D"

Elevations and floor plan of the building.

(e) Exhibit "E"

By-Laws of Mountain Shadows at Franklin Lakes, A  
Condominium Association.

(f) Exhibit "F"

Schedule of percentage of interest in Common  
Elements.

W I T N E S S E T H the hand and seal of the Grantor,  
Valen-Barrow Company, A Partnership, which has been affixed by its  
President and Secretary, the date and year first above written.

VALEN-BARROW COMPANY, A PARTNERSHIP

ATTEST:

Linard W. Snyder  
Secretary

BY: VER VALEN, INC.

John A. Ruckstuhl  
John A. Ruckstuhl, President

ATTEST:

Elsie G. Frauenhoff  
Elsie G. Frauenhoff  
Assistant Secretary

BY: BARROW CONSTRUCTION CO.

Joseph Colombo  
Joseph Colombo, President

EXHIBIT "F" TO MASTER DEED OF  
MOUNTAIN SHADOWS AT FRANKLIN LAKES,  
A Condominium Association

(Schedule of Percentage of Interest  
in Common Elements)



REVISED

EXHIBIT "F"

SCHEDULE OF PERCENTAGE OF INTEREST  
IN COMMON ELEMENTS

<u>UNIT NO.</u>	<u>PERCENTAGE OF INTEREST</u>
1 A	1.5602
1 B	1.6359
1 C	1.6294
1 D	1.4130
2 A	1.5602
2 B	1.6359
2 C	1.6294
2 D	1.4130
3 A	1.5602
3 E	1.7509
3 D	1.4130
4 A	1.5602
4 B	1.6359
4 C	1.6294
4 D	1.4130
5 A	1.5602
5 B	1.6359
5 C	1.6294
5 D	1.4130
6 A	1.5602
6 B	1.6359
6 C	1.6294
6 D	1.4130
7 A	1.5602
7 B	1.6359
7 C	1.6294
7 D	1.4130
9 A	1.5602
9 E	1.7509
9 D	1.4130
10 A	1.5602

<u>UNIT NO.</u>	<u>PERCENTAGE OF INTEREST</u>
10 B	1.6359
10 C	1.6294
10 D	1.4130
11 A	1.5602
11 B	1.6359
11 C	1.6294
11 D	1.4130
12 A	1.5602
12 B	1.6359
12 C	1.6294
12 D	1.4130
14 A	1.5602
14 B	1.6359
14 C	1.6294
14 D	1.4130
15 A	1.5602
15 B	1.6359
15 C	1.6294
15 D	1.4130
16 A	1.5602
16 B	1.6359
16 C	1.6294
16 D	1.4130
17 A	1.5602
17 E	1.7509
17 D	1.4130
18 A	1.5602
18 B	1.6359
18 C	1.6294
18 D	1.4130
19 A	1.5602
19 E	1.7509
19 D	1.4130

EXHIBIT "F"

SCHEDULE OF PERCENTAGE OF INTEREST

IN COMMON ELEMENTS

<u>UNIT NO.</u>	<u>PERCENTAGE OF INTEREST</u>
1 A	1.5459
1 B	1.6216
1 C	1.6151
1 D	1.3987
2 A	1.5459
2 B	1.6216
2 C	1.6151
2 D	1.3987
3 A	1.5459
3 B	1.7366
3 C	1.6151
4 A	1.5459
4 B	1.6216
4 C	1.6151
4 D	1.3987
5 A	1.5459
5 B	1.6216
5 C	1.6151
5 D	1.3987
6 A	1.5459
6 B	1.6216
6 C	1.6151
6 D	1.3987
7 A	1.5459
7 B	1.6216
7 C	1.6151
7 D	1.3987
9 A	1.5459
9 B	1.7366
9 C	1.6151
10 A	1.5459
10 B	1.6216

UNIT NO.PERCENTAGE OF INTEREST

10 C	1.6151
10 D	1.3987
11 A	1.5459
11 B	1.6216
11 C	1.6151
11 D	1.3987
12 A	1.5459
12 B	1.6216
12 C	1.6151
12 D	1.3987
14 A	1.5459
14 B	1.6216
14 C	1.6151
14 D	1.3987
15 A	1.5459
15 B	1.6216
15 C	1.6151
15 D	1.3987
16 A	1.5459
16 B	1.6216
16 C	1.6151
16 D	1.3987
17 A	1.5459
17 B	1.7366
17 C	1.6151
18 A	1.5459
18 B	1.6216
18 C	1.6151
18 D	1.3987
19 A	1.5459
19 B	1.7366
19 C	1.6151

EXHIBIT "G" TO MASTER DEED  
ADDENDA TO DEVELOPER'S AGREEMENT

FILED  
JAN 11 1985  
CLERK OF SUPERIOR COURT  
J. A. CRUZ, JR., CLERK  
JAN 11 1985

ADDENDA to AGREEMENT made the 20<sup>th</sup> day of Nov, 1984,

by and between:

THE BOROUGH OF FRANKLIN LAKES, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough" and

THE PLANNING BOARD OF THE BOROUGH OF FRANKLIN LAKES, hereinafter referred to as the "Board", and

VALEN-BARROW COMPANY, located at 15 Ver Valen Street, in the Borough of Closter, Bergen County, New Jersey 07624, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, the parties have prepared to enter into an agreement defining all the rights and obligations of the parties in respect to a certain parcel of land known and designed as Lots 1 and 2 in Block 2503 of the tax assessment map of the Borough of Franklin Lakes, Bergen County, New Jersey and as shown upon a certain map entitled: Site Plan - Mountain Shadows, Franklin Lakes, Block 2503 - Lots 1 and 2, owner Valen Barrow Company, Zone Business B, PRD District, Borough of Franklin Lakes, Bergen County, New Jersey, scale 1" = 40 feet, dated September 23, 1983 and revised through March 29, 1984 and prepared by Don J. Young, P.E.L.S. License #9487; and

WHEREAS, under section 20 of said agreement the developer shall provide to the Borough any and all approvals of the Department of Environmental Protection, in connection with the construction, operation and maintenance of the sanitary sewer control system; and

WHEREAS, the Department of Environmental Protection, through Arnold Schiffman, Administrator of Water Quality Management, by letter of September 18, 1984, has requested that an escrow fund be established in respect to the operation, maintenance and repairs of the sanitary sewer control system; and

WHEREAS, the developer is willing to comply with such

requirement and

WHEREAS, the Borough of Franklin Lakes has the right under its ordinances and by agreement to cause repairs to be made in the event of malfunction of the system; and

WHEREAS, the developer and the Department of Water Quality Management desire to give the Borough of Franklin Lakes access to such an escrow account as may be established to permit the operation, maintenance and repair of the sanitary sewer control system; and

WHEREAS, the Borough is willing to accept the authority to utilize such escrow funds for the said operation, maintenance and repairs under certain terms and conditions.

NOW, THEREFORE, it is agreed as follows:

1. The developer shall establish an escrow account in the form of a letter of credit approved by the Planning Board attorney, on the Midlantic National Bank/Citizens in Bergenfield, New Jersey, which escrow account shall be equal to one year's reasonably estimated costs for the operation, maintenance and repairs of the sanitary sewer control system, as said costs are estimated by Elam & Popoff, P. A., Professional Engineers and approved by the Borough of Franklin Lakes. A schedule setting forth said estimate shall be attached hereto at the time of execution hereof.

2. The original letter of credit shall be posted as security in the escrow account by the developer and at the developer's sole cost and expense, and shall be maintained by the developer at the developer's sole cost and expense until such time as 75% of the condominium units, which are the subject of the Developer's Agreement, are constructed and sold to condominium owners. Until such time as 75% of the units are constructed and sold to condominium purchasers, the developer shall, at its own cost and expense, maintain the fund at the escrow level established hereinabove. Thereafter, the fund shall be maintained either through a letter of credit as originally established or in such other manner as is satisfactory to the Borough of Franklin Lakes as substituted security by the homeowners' association representing the condominium owners of Mountain Shadows at

Franklin Lakes.

3. The developer agrees that such letter of credit shall be established in a manner which permits the Borough of Franklin Lakes, through its designated and appropriate municipal agent, to invade the escrow fund in the event that the developer or the homeowners' association of Mountain Shadows at Franklin Lakes fails to promptly act to repair or maintain a malfunction of the system after notification by the Borough of Franklin Lakes through its appropriate and designated agent.

4. The Borough of Franklin Lakes agrees and acknowledges that it shall have the right to so invade and activate the escrow fund for purposes of repairing malfunctions of the sanitary sewer control system in the event the homeowners' association representing the condominium owners of Mountain Shadows at Franklin Lakes fails to do so, it being further the understanding that the Borough of Franklin Lakes and its agents are hereby held harmless and indemnified against any costs and expenses of any kind which may be incurred by it in respect to the activation and invasion of the escrow fund in the making of any repairs to the sanitary sewer control system, under the terms of this agreement.

5. At the time that the homeowners' association of Mountain Shadows at Franklin Lakes assumes responsibility for establishing and maintaining the escrow fund and the homeowners' association is able to fully replace the developer's original escrow account with ample substitute security in the amount equal to the one year's cost for operation, maintenance and repairs, as set forth on the attached schedule of Elam & Popoff, P. A., then the developer's obligation to maintain the letter of credit or other substituted security, shall terminate and any accrued funds, less any accrued expenses, shall be returned to the developer, if there be any, otherwise the letter of credit shall be canceled by the developer and the escrow funds maintained solely by the



homeowners' association of Mountain Shadows at Franklin Lakes. However, the express written consent of the Borough of Franklin Lakes shall be obtained prior to the substitution of the homeowners' association of Mountain Shadows at Franklin Lakes and the cancelation by the developer of its letter of credit.

6. In addition to the foregoing escrow account, equal to one year's reasonably estimated costs for the operation, maintenance, and repairs of the sanitary sewer control system, the developer shall establish a special renewal and replacement escrow account fund in the amount of \$2,000.00 per year, which renewal and replacement fund upon construction and sale of 75% of the condominium units shall continue to be maintained by the homeowners' association in the amount of \$2,000.00 per annum and shall serve as a sinking fund for the renewal and replacement of the sanitary sewer control system. This fund shall be above and beyond the escrow fund for the standard maintenance, operation, and repair of the system. The developer expressly agrees to provide in its master deed to the condominium association and in the by-laws thereof that any charges for the escrow fund for the operation, maintenance, and repairs and the sinking fund for renewal and replacement which become the responsibility of the homeowners' association shall, if not paid, constitute a lien on both the common areas and the individual condominium units in accordance with the individual unit's share of the responsibility for common areas, as shall be any costs and expenses, including but not limited to legal and engineering costs and expenses of the Borough of Franklin Lakes incurred in either activating said funds or in procuring payment of said funds if not voluntarily paid.

IN WITNESS WHEREOF, the Borough has caused this instrument to be signed by its Mayor, attested by its Clerk and the official



STATE OF .....

COUNTY OF .....

ss.

Be it remembered, that on this ..... day of .....  
A.D. 19 ....., before me, a .....  
personally appeared .....

DEPARTMENT OF STATE  
1993 NOV 29 PM 9:06  
COMMERCIAL RECEIVING  
DIGITAL

who I am satisfied are the persons named in and who executed the foregoing certificate, and I having first made known to them the contents thereof they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed.

Please return to:

Secretary of State  
P.O. Box 1330  
Trenton, New Jersey 08625  
Attn: Corporation Filing Section

Certificate of  
Incorporation

OF THE

MOUNTAIN SHADOWS AT FRANKLIN  
LAKES CONDOMINIUM ASSOCIATION

RECEIVED in the office of the Clerk of the

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

on the ..... day of ....., A.D.

19 ....., at ..... o'clock ..... M., and re-

corded in Book ..... of .....

..... for said County, page .....

....., Clerk.

Filed ..... 10

R & R Secretary of State.  
HERBERT M. GUSTON, ESQ.  
Counselor at Law  
139 Harristown Road  
Glen Rock, N. J. 07452

# Certificate of Incorporation FILED

OF THE

DEC. 12 1983

MOUNTAIN SHADOWS AT FRANKLIN LAKES JANE BURGIO  
CONDOMINIUM ASSOCIATION - *Secretary of State*

THIS IS TO CERTIFY that the undersigned do hereby associate themselves into a corporation under and by virtue of the provisions of an act of the Legislature of the State of New Jersey, entitled Title 15A of the Revised Statutes, and the several supplements thereto and acts amendatory thereof.

FIRST.—The name of this corporation is MOUNTAIN SHADOWS AT FRANKLIN LAKES  
CONDOMINIUM ASSOCIATION

The incorporator is Herbert M. Guston, Esq., 139 Harristown Road,

SECOND.—The purposes for which this corporation is formed are FOR ADMINISTERING Glen Rock  
AND MANAGING COMMON AREAS AND ELEMENTS WITHOUT PROFIT OF A CONDOMINIUM  
ASSOCIATION FOR THE BENEFIT OF MEMBER UNIT OWNERS, INCLUDING THE MAKING  
OF REPAIRS AND REPLACEMENTS OF COMMON AREAS AND ELEMENTS AS MAY BE  
REQUIRED THEREFOR.

Second A: The assets of the Corporation shall be distributed upon  
dissolution as set forth in the By-Laws of the Corporation.

THIRD.—The location of the principal office of this corporation is at No. 55 W. Quackenbush  
Borough  
Avenue Street, in the City of Dumont, County of Bergen, 07628  
Zip Code  
and the name of the agent therein and in charge thereof, upon whom process against the corporation may be served is, Mr. Joseph Colombo

FOURTH.—The number of trustees of this corporation is three

FIFTH.—The names of the trustees selected for the first year of existence of this corporation are  
JOSEPH COLOMBO, 123 E. Homestead Avenue, Palisades Park, N. J. 07650

HERBERT M. GUSTON, 7 Wichita Path, Oakland, N. J. 07436

ELSIE G. FRAUENHOFF, 58 Wilson Avenue, Wayne, N. J. 07470

SIXTH: THE METHOD OF SELECTING TRUSTEES SHALL BE SET FORTH IN THE BY-LAWS OF  
THE CORPORATION.

SEVENTH: THE CORPORATION SHALL HAVE 63 MEMBERS. QUALIFICATIONS OF MEMBERS SHALL BE  
In witness whereof, we have hereunto set our hands and seals this 31st SET FORTH IN

day of October, A.D. 1983

THE BY-LAWS OF  
THE CORPORATION.

Joseph Colombo  
JOSEPH COLOMBO

Herbert M. Guston  
HERBERT M. GUSTON

Elsie G. Fraenhoff  
ELSIE G. FRAUENHOFF

Signed, sealed and delivered in the presence of Helen Perrone  
HELEN PERRONE

0100212997

RESTATED CERTIFICATE OF INCORPORATION  
(For Use by Domestic Nonprofit Corporations)

FILED

MAY 2 1985

Pursuant to the provisions of the above cited Statute, the undersigned corporation hereby executes the following Restated Certificate of Incorporation.

JANE BURGIO  
Secretary of State

6044477

1. Name of Corporation Mountain Shadows at Franklin Lakes Condominium Association
2. Current Registered Agent Mr. Joseph Colombo
3. Current Registered Office 55 W. Quackenbush Ave.,  
(STREET AND POSTAL DESIGNATION, IF APPLICABLE)  
(CITY) Dumont (STATE) N. J. (ZIP) 07628
4. Purpose(s) for which this corporation is organized is (are) as follows:  
For administering and managing common areas and elements without profit of a condominium association for the benefit of member unit owners, including the making of repairs and replacement of common areas and elements as may be required therefor.
5. The corporation ☒ shall ☐ shall not have members.  
have 64 members.
6. The duration of the corporation is perpetual
7. The current Board of Trustees consists of five Trustees.  
(NOTE: Minimum of three Trustees required. Address cannot be that of the corporation.)

NAME	STREET ADDRESS	CITY	STATE	ZIP
Joseph Colombo	123 E. Homestead Ave.,	Palisades Park,	N. J.	07650
Herbert M. Guston	7 Wichita Path,	Oakland,	N. J.	07436
Elsie G. Frauenhoff	58 Wilson Avenue,	Wayne,	N. J.	07470
Lorraine P. Nolan	231 Washington Ave.,	Hawthorne,	N. J.	07506
Peter Danese	156 Liberty Street,	Little Ferry,	N. J.	07643

8. Effective date (if other than date of filing)

FOR OFFICIAL USE ONLY

FILED

MAY 2 1985

JANE BURGIO  
Secretary of State

Signature:



Name

: Herbert M. Guston

Title

: Chairman of the Board  
(Must be Ch. of Bd. or Pres. or Vice Pres.)

Date

: May 1, 1985

CERTIFICATE REQUIRED TO BE FILED WITH THE  
RESTATED CERTIFICATE OF INCORPORATION

Pursuant to the provisions of the above cited Statute, the undersigned corporation hereby executes the following certificate:

1. Name of Corporation Mountain Shadows at Franklin Lakes Condominium Association

2. The corporation ☐ has ☒ does not have members.

A. (For corporations WITH members)

Number entitled to vote \_\_\_\_\_ Voting FOR \_\_\_\_\_ Voting AGAINST \_\_\_\_\_  
If any class or classes of members are entitled to vote thereon as a class set forth the number of members in each class, the votes of each class voting for and against, and the number of members present at meeting, OR,

☐ Adoption was by unanimous written consent without meeting.

Date of adoption \_\_\_\_\_

B. (For corporations WITHOUT members)

Number of Trustees \_\_\_\_\_ Voting FOR five Voting AGAINST \_\_\_\_\_

Trustees present at meeting five OR,

☐ Adoption was by unanimous written consent without meeting.

Date of Adoption April 29, 1985

3. If the Restated Certificate not only restates and integrates, but FURTHER AMENDS the Certificate of Incorporation, then state the amendment:

- (A) The number of trustees of this corporation is five, and  
(B) The corporation shall have 64 members.

4. Effective date of amendment if subsequent to date of filing \_\_\_\_\_

Signature: \_\_\_\_\_

Name : Herbert M. Guston

Title : Chairman of the Board  
(Must be Ch. of Bd. or Pres. or Vice Pres.)

Date : May 1, 1985

**Mountain Shadows Condominium Association  
Rules and Regulations  
Revised February 12, 2019**

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## **Mountain Shadow Condominium Association Rules and Regulations**

### **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.



## **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 rental fee of \$300.00 plus a security deposit of \$200.00, for a total of \$500.00. Clubhouse rental is strictly limited to resident owners and may be rented only for a non-commercial, social event. Upon completion of use, the Clubhouse must be left cleaned and ready for the next event. A Clubhouse Rental Agreement is available from the Managing Agent, (201) 560-0900.

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 delegate's 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, 201.560-0900. Unit owners are not to tamper with the sprinkler system and are to report problems to the Managing Agent, (201) 560-0900.

## **8. Decks**

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 and charged to the unit owner.

## **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. Garage Sales**

No garage, yard or tag sales are permitted under any circumstances.

## **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 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. 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. . Livex Black Coach lamp lighting fixture #2251-04 is the only approved replacement outside lighting fixture. 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.

## **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.

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. If a longer period of guest parking is required, the unit owner must apply in writing to the Board of Directors 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 Board of Directors, 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.

## **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 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.

## **26. Swimming Pool**

The Pool will be open from Memorial Day to Labor Day from 11 AM to 7 PM with a lifeguard on duty. Notice will be provided as to the exact dates 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 requirements.

## 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 in 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 all residents and guests over the age of 16 for admittance to 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 guests 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 vests or jackets.
- 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 Courts**

- Badges must be worn by all residents and their guests while using the tennis courts.
- Courts may be used between 7 AM and 11 PM and are for the exclusive use of residents and their guests.
- Residents may establish playing time priority by reserving time up to 24 hours in advance. One hour for singles and 1-½ hours for doubles are permitted.
- 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 only. Bicycles, roller blades, skateboards, etc. are strictly prohibited.
- Pets are not permitted on the tennis courts.

## **29. Trash/Garbage Disposition**

Trash containers must be covered, in good condition without holes or cracks. Trash should be placed at the curb 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 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. 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 ( dated 18<sup>th</sup> day of October 2016) and the right to levy fines against the unit owners for violation thereof. According to the By-Laws, (i) no fine may be levied for more than \$25.00 for the initial violation; but for each day a violation continues after notice it shall be considered a separate violation and a \$10.00 per day fine 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 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.

### **32. Waste Treatment Plant 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.

### **33. Waste Treatment Plant**

Plumbing leaks or constantly running toilets must be repaired immediately and sump pumps, where used, must not discharge into the drains or sewer system.

Garbage disposals are not permitted.

Residents must ensure that harmful chemicals and other pollutants do not enter the treatment system. No system can completely remove metal compounds or chemicals.

While the amount of cleaning-product waste from each unit is small, the arsenic and other compounds in such products collected from the Mountain Shadows complex pose a problem. Phosphate-free laundry and dish detergents and bleach should be used. Select environmentally safe products that contain the smallest possible amounts of metallic compounds.

The following materials, some of which are hazardous, should never be disposed of in sinks, toilets, street drains or in the streets:



- Bleach-type cleaners
- Diapers and baby wipes
- Disinfectants
- Furniture and floor polishes; rug and upholstery cleaners
- Hobby chemicals or chemistry set ingredients
- Medicines
- Motor products – gasoline, motor oil, kerosene, battery acid, antifreeze, transmission and brake fluids and washer solvents
- Oven, drain and toilet cleaners (clogged drains should be “plunged” or cleaned mechanically by a plumber, not by chemicals)
- Paint removers, thinners and solvents
- Paints, including artist’s paints, mediums and adhesives
- Pesticides, herbicides, insecticides and fungicides
- Poisons of any kind
- Sanitary products

#### **34. 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.

#### **35. 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.

#### **36. 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.

#### **37. 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, 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.

### **38. 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 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.

### **39. 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.