# Margate Towers

# Condominium Association, Inc.

ON THE OCEAN AT 9400 Atlantic Avenue Margate City, NJ 08402 609-822-7127 Margatetowers@comcast.net

## Rules and Regulations

As Amended April 01, 2023

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#### **PREFACE**

On March 11, 2023, at a duly noticed and scheduled meeting of the Margate Towers Condominium Association Board of Directors, with a quorum being present, the Board of Director passed a resolution adopting the following amended Rules and Regulations of the Margate Towers Condominium Association, to be effective immediately, pursuant to the authority delegated to the Board of Directors pursuant to the New Jersey Condominium Act, the Master Deed and By-laws of the Margate Towers Condominium Association, as amended, and further authorizing that a copy of same be sent to unit owners at their address on record with the Management Office via first class regular mail.

These Rules and Regulations are part of the Board' obligation to preserve, protect and maintain Margate Towers and the quality of life therein, as well as the health, safety and general welfare of its residents. This includes ensuring the quite use and enjoyment of Margate Towers for our members.

Violations of any of these Rules and Regulations by any owner, occupant, tenant, guest and/or invitee may, in additional to any other sanctions permitted by the governing documents of the Association and/or the New Jersey Condominium Act, result in a monetary fines being assessed against the Unit of the offending Owner, Occupant, Tenant, Guest or Invitee. Please see the Section herein regarding fines.

Owners, occupants, tenants, guests and invitees, are reminded that the Property Manager and all other Margate Towers' employees are authorized by the Board of Directors to enforce these Rules and Regulations of the Margate Towers Condominium Association, Inc. Our Association employees have been instructed to report all violations of these Rules and Regulations to the Property Manager for enforcement consistent with our Master Deed, By-Laws, Rules and Regulations and/or the New Jersey Condominium Act, as amended. All Association employees should be treated with respect when performing this important function. Use of abusive, threatening, obscene, harassing, menacing or discriminatory words or actions directed toward any Association employee while on Association property will not be tolerated and may be reported to the appropriate law enforcement authorities and/or the imposition of fines by the Association. Complaints or comments about the conduct of any Association

employee should be promptly brought to the attention of the Property Manager.

#### 1. ADMITTANCE TO BUILDING

Only owners, approved tenants and their resident family members will be granted admittance to the building. Guests of unit owners and approved tenants will be granted admittance to the building only if their names have been previously provided to the Front Desk by the owner or approved tenant. It is not the responsibility of the Front Desk to attempt to reach an approved tenant or unit owner who fails to follow this policy or any resultant delay or denial of admittance. No one should hold a door open or grant admittance to the building to another person unless they personally know the person and know that the person is entitled to admittance.

#### 2. ADMITTANCE TO UNITS

No person will be admitted to any unit unless authorized by the legal resident of that unit. Please notify the Front Desk (609-822-7127) if a delivery is expected or someone is scheduled to perform a service in a unit. Please notify the Front Desk if a guest is authorized to enter your unit if a legal resident is not in the unit at the time of the guest's arrival. Margate Towers will <u>not</u> provide a <u>Key FOB or unit key to any guests</u>. If you are not going to be present, please provide your guests with all necessary keys prior to their arrival. Contractors will not be admitted to a unit and no articles will be removed from a unit without prior notification to the Property Manager and Front Desk.

#### 3. AMENDMENTS

These Rules and Regulations may be modified, amended or changed by the Board of Director pursuant to authority in the Master Deed. Unit owners will be notified by regular mail of such modifications, amendments or changes by the Board of Directors. Please maintain a record of all such changes so you are up to date at all times.

#### 4. ATTIRE

Proper attire must be worn at all times by all owners, tenants and their guests or invitees in all common areas, which includes elevators. Body cover-ups, shirts and shoes are required at all times when traveling through Common Areas. Bathrobes or bedroom attire is not proper attire.

#### 5. AUTOMOBILES

Vehicles shall not be left unattended, idling or parked, in the Front Driveway, Back Alleyway or the center lane of the inside Garage. The Front Driveway is strictly for passenger pick up/drop off. The Back Alleyway must be used for loading/unloading a vehicle of any parcels, groceries or luggage. A Driver of the vehicle must remain with vehicle at all times while loading or unloading a vehicle. Please unload you packages or groceries into a shopping cart or luggage cart, leave the shopping cart or luggage cart in the rear foyer, go park your vehicle, and then return for your packages, groceries or luggage.

a. There is (1) one vehicle per space. Personal items may not be stored in parking assignments such as beach chairs, bicycles, coolers, strollers etc.

#### 6. BALCONIES/WINDOWS

No sign, flag, radio, television, satellite antennas of any kind, wind chimes, decorative screens, hanging plants, bird feeders, air conditioning units, lights, lasers or any other projection, equipment or wiring, for any purpose, may be placed upon the exterior of the building or protrude through the walls, balcony railings, windows, or roof without prior written permission of the Board of Directors of the Association. Balconies shall not be used for barbeques, cooking, hanging garments, laundry or any other objects or for cleaning rugs or other house hold items or for storage of personal property. THE ONLY EXCEPTION IS THE PROPER DISPLAY OF AN AMERICAN FLAG NO LARGER THAN 24 x 36 INCHES ON FEDERAL HOLIDAYS.

By order of the Margate City Fire Marshall, fire pits, fire tables, tiki torches etc. are forbidden.

#### 7. BEACH ACTIVITY

All Owners, Tenants and their guests and invitees going to or from the beach are to exit and enter through the back alley door, use the rinsing stations located in the back alley to wash sand from feet and beach chairs prior to entering the building, and only use the service elevator to return to their unit. To encourage compliance, the second floor pool foyer will be electronically locked between Memorial Day and Labor Day between 9AM and 6PM requiring release by the Front Desk to access the lobby or the second floor.

#### 8. BEACH CHAIRS AND BEACH PARAPHERNALIA

All Owners, Tenants and their guests and invitees going to or from the beach must use the <u>service</u> elevator to transport beach chairs and other beach paraphernalia to and from the beach. To encourage compliance, the rear alley foyer door to the lobby and the second floor pool foyer will be electronically locked between Memorial Day and Labor Day between 9AM and 6PM requiring release by the Front Desk to access the lobby or the second floor.

#### 9. BICYCLES, SCOOTERS, ROLLER BLADES & SKATEBOARDS

Bicycle storage is available, but not guaranteed, to Unit Owners for a fee, which is set each year by the Board of Directors. Each bicycle must be registered and bear the appropriate permit for that year. Bicycles are stored at the owner's own risk and should be kept locked. Guests or tenants may not leave bicycles at any location other than the unit owners assigned bicycle space. Bicycles are not permitted in units, hallways, stairwells, balconies, elevators or parking areas. Entrances, driveways, walkways, lobby, halls, stairways, pool deck/dry deck, garage area and all other Common Areas are not to be used for rollerblading, skating, skateboarding, ball playing, loitering, consuming alcoholic beverages, flying drones or kites, or use of motorized toys, bicycles or scooters.

#### 10. BUILDING MAINTENANCE

Unit owners are responsible for all maintenance of their Unit as defined in the Master Deed. The Management office maintains a list of trusted contractors that may be contacted for maintenance by owners. The common element maintenance issues listed below should be promptly reported to the Front Desk immediately:

- A. Common area drain backups
- B. Issues with main electricity supply lines outside of unit.
- C. General maintenance of common area issues

#### 11. BULLETIN BOARDS

Any items posted on the Bulletin Boards must be <u>pre-approved</u> by the Property Manager. Any unauthorized items posted will be removed.

#### 12. CABLE TELEVISION SERVICE

Margate Towers has entered into a bulk rate contract for the provision cable television service to each unit on behalf of unit owners. This service includes all basic, 1<sup>st</sup> tier and HBO channels. The monthly cost for this service is assessed each month to the Unit Owner. Any additional cable services such as premium channels, internet access, wiring changes or computer lines are billed to the Unit Owner directly by the cable provider to the unit owner. All questions regarding you service should be directed to Comcast at 1-800-COMCAST (266-2278) Bulk Account 1-855-638-2855.

#### 13. CHILDREN, GUESTS AND INVITEES

Owners and tenants are solely responsible for the acts of their children, guests and invitees including all damages to persons or property caused by their acts or omissions. Children are not permitted to play in the lobby, hallways, elevators, stairwells, garage, library and fitness center and All-Purpose room. Children shall not interfere with the operation of elevators. Children under ten (10) years of age must be accompanied by an adult when traveling on elevators.

#### 14. CLOSING UNITS

When vacating a Unit for more than one month between October and April owners must (a) set heat thermostats to appropriate degree, but not lower than 55 degrees. Heat units must remain plugged in and powered on to prevent damage to pipes from freezing. (b) close and lock all windows and doors (c) unplug all television sets, radios, clocks and computers, which present a fire hazard in unoccupied units. (d) empty refrigerator and discard of all perishable food items. Refrigerator may be unplugged, and door left open. Turn off water to ice maker if applicable. (e) Remove balcony furniture to prevent damage to your own and others property. Winter storms and high winds are expected and should be prepared for. (f) Cover all vents to prevent heat from escaping your unit. This will also help to prevent construction dust from entering from a neighboring unit.

#### 15. COMMON AND LIMITED COMMON ELEMENTS

No unit owner or tenant shall paint or otherwise decorate or change the appearance of any interior or exterior common element or limited common element.

#### 16. COMMUNITY ROOMS (All-Purpose, Library and Card/Game Rooms)

The community rooms are for use by Margate Towers Condominium unit owners, approved tenants and guests. No food or drink other than water is permitted in these rooms. Reservations for card groups or personal use may be made for a fee for the use of these rooms for up to (4) four hours. Large gatherings or parties must first receive approval from the Property Manager. Fee varies.

#### 17. CONSTRUCTION AND RENOVATIONS TO UNIT

Unit Owners are responsible for providing their contractors with the Rules and Regulations set forth by Margate Towers Condominium Association.

NO CONSTRUCTION IS PERMITTED BETWEEN MAY 15 AND SEPTEMBER 15. NO CONSTRUCTION IS PERMITTED BETWEEN 5:00 PM AND 8:00 AM. NO CONSTRUCTION IS PERMITTED ON SATURDAYS, SUNDAYS OR HOLIDAYS. NO FULL GUT REHABS IS PERMITTED TO START AFTER JANUARY 31st.

\*Holidays: Thanksgiving and the following Friday, Christmas and the following day, New Year's Eve, New Year's Day and Good Friday.

Unit Owners performing renovations must provide a copy of their homeowners insurance, a security deposit (see fee schedule) to be applied toward any damage to common element property caused by a hired contractor or setting off fire the alarm thus requiring a fire inspection and detailed plans to be approved by the Board of Directors before any renovations may commence in a Unit.

All contractors performing work in Margate Towers must provide a certificate of insurance before beginning any work on the premises. All certificates must reflect the following coverages and be on file with Margate Towers prior to beginning any work:

- 1. Commercial General Liability insurance with a combined single limit of no less than \$500,000 per occurrence with a \$1,000,000 General Aggregate Limit.
- 2. Coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees acts).
- 3. Worker's Compensation insurance with limits of \$100,000 per employee and \$500,000 policy limit.
- 4. Certificate must name Margate Towers Condominium Association as an additional insured

Contractors must meet with and provide the Property Manager detailed plans of work to be

performed. The Property Manager has the authority to shut down any job that is found to be using materials that do not meet code for high-rise buildings.

Any necessary permits must be obtained and paid by the Owner or Contractor from the City of Margate prior to the start of approved work. All open permits must be closed by the City of Margate within the time permitted. Construction dumpsters must be obtained by the contractor in hire. Contractor dumpsters may be placed on the side street only. Dumpsters must be covered at the end of the day. Dumpster application may be obtained through Margate City.

All plumbing and electrical work requiring a permit must be inspected by the local code official before any walls are closed. All contractors must be licensed by the City of Margate. If using a contractor registered in another state, please contact the Margate City Building Department for the appropriate permit.

The Unit owner must provide the Property Manager with a list of all authorized contractors in hire. Only those contractors whose names are provided will be permitted to enter premises. Failure to comply with any of these rules and regulations governing construction and renovation may result in a work shut down by the Property Manager and/or the City of Margate and an assessment of fines by the City of Margate and/or Margate Towers.

Contractors are responsible for protecting the common areas by using floor protection in the form of carpet, cardboard or plastic prior to beginning work. Any damage in the common areas will be the responsibility of the Unit Owner. Should floor protection materials not be in place prior to beginning work, the Unit Owner will be assessed a weekly fee (see fee schedule) for the duration of renovations for common area hallway carpet protection services provided by Margate Towers. Unit Owners shall be liable for all damages to Margate Towers Common Element Property caused by their hired contractors - it is up to the unit owner to recover those costs from their hired contractors.

"QUIET WORK": Decorating work such as painting, wallpapering or carpet installation is permissible throughout the year.

#### 18. CONTRACTOR RULES AND REGULATIONS

Work may only be performed from Monday to Friday between 8:00 a.m. and 5:00 p.m. Contractors must exit the premises no later than 5:00 p.m.

Contractors must register, providing name and cell phone number, at the Front Desk daily.

The Unit Owner is responsible for providing contractors with unit keys. Should keys not be provided, with permission from the Unit Owner, an office copy may be provided. Contractors must return all Margate Towers provided keys to the Front Desk immediately after opening the unit door. Contractors are responsible for locking the unit door at the end of the day, or at anytime they vacate the unit. Unit Owners of Contractors who vacate the premises without returning keys to the front desk will be fined (see fee schedule) for the violation and Contractors will be required to return the keys immediately.

Margate Towers Condominium Association will not abide Contractors having possession of

the building access FOB. Contractors must immediately return a FOB in their possession, or all FOBs associated to the Unit will be deactivated.

All contractor's supplies are to be delivered through the back door of the building via the alley way and taken up to the Unit using the service elevator only. If the service elevator is in use, contractors must wait. Extended use of the service elevator must be scheduled in advance through the Front Desk to avoid conflicts.

All construction vehicles are to be parked on the street as designated by Margate City Police. Or in the Unit Owners parking assignment (garage height restrictions may prohibit). Construction vehicles may not be left unattended in the alley way.

Cardboard boxes and plastic coverings are not permitted in the building. All cardboard boxes or plastic covering on deliveries must be removed outside of the building and Contractors must take these items away from the premises for disposal. Margate Towers is not responsible for discarding these items.

Contractors are not to use Margate Towers equipment including padded luggage carts. Separate construction carts are available. Please see the Front Desk.

Construction materials are not to be left or stored in common areas such as hallway floors, lobby or garage. All contractor's materials must be stored within the Unit.

Contractors must "clean as they go" with all areas kept clean throughout the day. This refers to sweeping or vacuuming unloading areas, elevator, hallways etc.

## No construction debris may be put down the trash chute. <u>ALL CONSTRUCTION DEBRIS AND TRASH MUST BE REMOVED DAILY FROM THE PREMISES BY CONTRACTORS.</u>

## The recycle room sink is not to be used by contractors. A hose is available in the back alley to rinse grout and paint.

Information regarding the fire alarm and smoke/heat detector systems will be provided. Relocation of any of this equipment will be the financial responsibility of the Contractor or unit owner. The companies that service this equipment for MTCA are the only authorized companies to do the work.

When leaving a Unit, contractors must secure Unit doors, windows, plumbing, and electric.

In order to prevent damage and/or blockage to heat or ventilating systems, Contractors must cover all heating and air-conditioning units in rooms where they are working.

Painters are permitted to scrape paint from louvers on top of heating and air-conditioning units provided all coils are covered beforehand.

All fire detection devices in the Unit as well as the immediate common area must be covered each

day prior to starting work and removed each day.

Contractors are liable for any damages to the smoke/fire detection system in the Unit and Unit Owners will be charged for all damages if unpaid by contractors.

A fine (see fee schedule) will be imposed on the Unit Owner if a Unit fire alarm is triggered due to the negligence of their contractors.

FLOORING MATERIAL REQUIREMENTS: All hard surface flooring renovations must have a sound deadening sub floor installed underneath the surface. This applies to all flooring except carpeting. (as of 09/27/2021)

#### 19. CORRIDORS AND STAIRWAYS

All hallways, stairwells and stairways are to be kept clear at all times. Fire Department mandates that Unit and Stairway doors must be kept closed at all time. No personal items such as beach chairs, strollers, bicycles, beach umbrellas, surfboards, skateboards, shoes, flip-flops, or any other personal property are to be left in any hallway, stairway or stairwell.

#### 20. DELIVERIES – FOOD

For the safety and security of Margate Towers' property and residents, food deliveries must be picked up at the Front Desk by the resident placing the order. Residents will be notified by telephone when an order arrives at the Front Desk and to pick it up. Restaurant delivery persons will <u>not</u> be allowed access beyond the Front Desk. **EXCEPTION:** Deliveries of catered food must be delivered using the back alley door.

#### 21. DELIVERIES – OTHER

All non-food deliveries must be made through the back door via the alley way and must use of the service elevator. E.g. Furniture, mattresses and other large items.

#### 22. DRIVEWAY- FRONT

The front driveway on Atlantic Avenue is only to be used for vehicles picking up and dropping off passengers. The front driveway is <u>not a parking area</u>. Unattended or idling vehicles are an inconvenience and hazard to others and will be towed at owner's expense and/or assessed a fine.

#### 23. ELECTRIC- UNIT USAGE

Owners are responsible to pay their electric bill monthly. There is a late fee for payments received after the 10<sup>th</sup> of the month. The Association may discontinue electric service after (3) three months of nonpayment.

#### 24. ELEVATORS - PASSENGER

Wheelchairs for the infirm or handicapped are permitted in passenger elevators. Smoking is

prohibited in all elevators by law. Transporting furniture in passenger elevators is prohibited. Eating or drinking in any elevator is prohibited. Transporting beach chairs, umbrellas, etc. in passenger elevators is prohibited. Bare feet in passenger elevators is prohibited. GROCERY CARTS OR LUGGAGE CARTS IN PASSENGER ELEVATORS ARE PROHIBITED. Reasonable accommodation ESA or therapy animals are prohibited from using the passenger elevators.

If you have a wet bathing suit, you must use the service elevator.

#### 25. ELEVATOR - SERVICE

Residents planning to move in or out of the building and requiring use of the service elevator must reserve the date and time with the Management Office at least 24 hours in advance by providing the following information: (a) Date of Move (b) Approximate length of time elevator will be in use (c) approximate time of use (d) name of licensed moving company if one is used (e) a certificate of insurance from the licensed moving company if one is used naming Margate Towers as the certificate holder. All moves must be completed by 5:00 PM.

Failing to provide the Management Office with this information could result in a delay due to other residents or contractors who may have already reserved the service elevator. Small loads, such as single elevator car load, may be accommodated if the schedule permits. Failure to reserve the service elevator could result in the turning away of a delivery due to an unavailability of the service elevator. Reservations for the use of the service elevator may be made by contacting the Front Desk.

#### 26. EMPLOYEES - MARGATE TOWERS

Complaints or comments regarding Margate Towers' employees work performance or conduct should be reported promptly in writing to the Property Manager. Margate Towers' employees are not permitted to perform personal services during their regular duty hours. Margate Towers' employees that are privately employed by Unit Owners or Tenants in their off-duty time, must register upon arrival with the Property Manager and Front Desk and comply with all applicable Rules and Regulations applicable to all non-employees.

#### 27. EMPLOYEES – PRIVATE

All residents who retain private persons to perform personal services at their request in their Unit must first provide the Property Manager with the name, address and telephone number of each such person, a description of the services they are authorized to provide, the time and duration of the services, and proof of liability and worker's compensation insurance coverage to cover both the services provided and persons providing the services.

#### 28. ENTRANCE DOORS

Electronic Key FOBS are issued only to Unit owners. The Key FOBS are vital to the safety and

security of Margate Towers and its Unit owners, tenants and their guests and invitees and must be kept secure at all times. Any entrance doors to Margate Towers found open should be immediately reported to the Front Desk or Property Manager as soon as possible. Owners, Tenants and Guests shall not open doors for individuals they do not personally know as it compromises building security and defeats the main purpose of our Key FOB system. All Unit owners, occupants, tenants, guests, invitees and employees must use a Key FOB to enter the building and access all common areas of Margate Towers. Promptly report a lost or stolen Key FOB to the Front Desk for deactivation, reprogramming and replacement. The cost to the Unit owner for deactivation, reprogramming and replacement of a lost or stolen Key FOB is \$125.00

#### 29. EXERCISE FACILITY

The exercise facility is available to all residents and tenants who have signed a "Waiver of Liability" form which will be maintained on file with the Front Desk. Key FOBS must be used to access the exercise facility, which records the date and time of each Key FOB used to access the exercise facilities. For liability concerns, no one under the age of 16 may use the exercise facility equipment or is permitted in the exercise facility at any time, with or without adults present. Residents and tenants shall have priority access to the use of exercise equipment over guests and invitees. The exercise facility is available 24 hours per day, seven days a week. Proper attire is required. Sneakers or other suitable exercise shoes must be worn at all times. Residents must wipe down exercise equipment after every use and turn off the all television, fans and lights when leaving the facility if no one else is using the facility.

#### 30. FIRE SAFETY

When the fire alarm sounds, first feel the door that leads from your apartment to the hallway. If it is hot or smoke is seeping in, <u>DO NOT OPEN DOOR</u>. If the door is not hot, leave your apartment immediately and close the door behind you. Proceed to the nearest fire stair well. If you become trapped in your apartment and cannot reach the Fire stairwell, keep the door closed and seal off any cracks, use your phone and call the Fire Department by dialing 911. Give the operator the address of the building, your floor and your unit number.

### DO NOT CALL THE FRONT DESK AS THESE TELEPHONE LINES MUST BE KEPT OPEN TO COMMUNICATE WITH EMERGENCY SERVICE.

If you should become caught in smoke or heat in the hallway, stay low, reach an area of refuge such as the Fire Stairwells. Descend the stairwell to the lobby and exit the building. Do not hold the Fire stairwell door open for someone else coming down the hallway. If you hold the door open, you will let smoke and heat into the Fire Tower and defeat its purpose. Fire Towers are safe areas of refuge since they are enclosed and the doors and walls are fire treated to keep smoke and heat from entering the stairwell. They are, for all intents and purposes, an indoor, enclosed 11 story fireman's ladder. When there is a fire, the firemen have access to a list of our disabled residents and will assist in their evacuation. A "Buddy System" is also recommended where a responsible person who lives on the same floor help disabled resident who may need evacuation assistance. However as soon as a fireman arrives on site, the Fire Captain is in complete charge. All orders will be issued by him and all questions pertaining to the emergency will be answered by him. Do

not use the elevators. Elevator shaft ways are like chimneys. Smoke could enter the elevator shaft and asphyxiate occupants trying to flee the building. We have a state mandated "Elevator Recall System" so if you are in an elevator when the alarm sounds the elevator car will automatically return to the lobby floor where you can exit. **NEVER ATTEMPT TO USE AN ELEVATOR IN THE EVENT OF A FIRE EMERGENCY** 

#### 31. FOOD WASTE

Food waste should be appropriately bagged and deposited down the garbage chute - not into the trash cans. Items of food waste which cannot be put into the unit garbage disposal, such as meat bones, corn husks, grease, oil, citrus rinds, fish, shells, coffee grinds, etc. should be placed in newspaper and tightly placed in a plastic trash bag before placing in the trash chute. Over stuffed bags or debris will clog the trash chute and becomes a fire and/or health hazard. Run plenty of hot water during and after use of garbage disposals to flush out the drain. **Do not place food waste in the recycling room.** 

#### 32. GUESTS AND INVITEES

Unit Owners and tenants are responsible for the conduct/misconduct of their guests and invitees. Unit owners must deliver a copy of these Rules and Regulations to their guests, invitees and any persons employed by them. Copies of these Rules and Regulations are available at the Front Desk and www.margatetowers.com for this purpose. Like Unit owners, all guests, invitees and employees of residents must comply with all Rules and Regulations. Overnight guests are not permitted in <u>rented</u> Units unless the approved Tenant is also present.

If a Unit owner intends to have any invitees or guests occupy their Unit <u>in their absence</u>, the following policy must be followed:

- 1. The Unit Owner must provide the Business Office, in WRITING, the identity of each guest or invitee will use or occupy the Unit DURING OWNER'S ABSENCE and the dates of such use/occupancy.
- 2. The Unit Owner must provide each guest or invitee with a copy of these Rules and Regulations.
- 3. The Unit Owner must provide guests and invitees with their KEY FOB no additional Key FOBS will be issued by Margate Towers.
- 4. NO ONE WILL BE PERMITTED ENTRY TO YOUR UNIT WITHOUT THE <u>PRIOR</u> APPROVAL FROM THE UNIT OWNER.
- 5. Guests or invitees occupying a unit more than seven (7) consecutive days <u>in the owner's absence</u> must acknowledge receipt of the rules and regulations in writing.
- 6. Guests must sign in at the Front Desk and present identification if requested.

#### 33. HOMEOWNERS ASSOCIATION DUES (HOA)

HOA Dues are payable the 1<sup>st</sup> of each month with a ten (10) day grace period. (see fee schedule)

#### 34. INSURANCE

UNIT OWNERS ARE LIABLE FOR ALL DAMAGES CAUSED BY A CONTRACTOR IN THEIR EMPLOY TO MARGATE TOWERS PROPERTY. CONTRACTOR'S INSURANCE MAY NOT FULLY COVER ALL SUCH DAMAGES. Margate Towers maintains a general insurance policy covering common element property — but not your Unit as that term is defined in the Master Deed. As a result, Unit owners are required to purchase and maintain in force an individual unit homeowner's policy and provide evidence of such insurance to the Property Manager.

#### 35. KEYS- UNIT DOOR

Owners and tenants must provide the Margate Towers Business Office with a set of duplicate unit door keys for emergency access to Units. These unit door keys are kept in a secure area in the Business office and are used only in an emergency or with prior authorized of the Unit Owner or tenant. Owners and tenants must supply Unit door keys to their guests and invitees.

In the event a resident is locked out of their Unit during management office hours, the management office will lend a copy of the Unit door keys to the resident in order to gain access to the resident's unit. After gaining access, the resident must IMMEDIATELY return the unit door keys to the management office. Unit door keys are not available after Management Office hours. In the event a resident is locked out of their Unit AFTER management office hours, the resident must contact a locksmith at their expense to gain access to their Unit. Approved lock boxes are available for purchase through the Office. Reminder: Digital locks/keys pads are not permitted as it takes away from the uniformity of the hallways.

#### 36. LAUNDRY ROOM

Washers and dryers may only be used between 8:00 a.m. to 10:00 p.m. Rechargeable laundry cards may be obtained from the "loading machine" located in the mail room. Residents are responsible for cleaning washer and dryers after each use. Waste receptacles are provided in each laundry room for the disposal of lint. All other trash should be disposed of in the Trash Room located on each floor. Contents of washers and dryers must be promptly emptied, and machines cleaned immediately after each use, so machines are available for other residents. The Front Desk should be promptly notified if the laundry equipment is not operating properly. Margate Towers is not responsible for lost, stolen or damaged laundry cards or for lost funds due to misuse of the facilities.

\*It is prohibited to launder animal supplies such as bedding in the common area laundry facilities. It is prohibited to launder any item with a rubber backing or bulky items such as comforters. It is prohibited to place sandy towels in the dryers prior to washing them.

#### 37. LUGGAGE

Only handheld luggage may be transported in passenger elevators. Luggage carts must only be transported into and out of the building using the service elevator and back door of the lobby. Luggage carts are available in the main lobby. Luggage carts must be returned to the main lobby after use. Margate Towers is not be responsible for any damage or personal injury resulting from

a residents or guests use of luggage carts. LEAVING LUGGAGE CARTS IN ELEVATORS, HALLWAYS OR THE GARAGE IS PROHIBITED. A FINE WILL BE IMPOSED IF THIS RULE IS VIOLATED.

#### **38. NOISE**

Every owner, tenant, guest and invitee is prohibited from disturbing the quite use and enjoyment of other residents. In the event of a noise complaint, please call the Margate Police and file a nuisance complaint against the offending Unit. Noise complaints submitted to the Management Office in writing may result in fines to the Unit owner and/or tenant eviction as provided by these Rules and Regulations and the tenant's Lease.

#### 39. OCCUPANCY AND USE LIMITS

Units shall be only be occupied and used for residential purposes. Subject to any and all local, State or Federal laws, rules or regulations, occupancy for <u>rented units</u> is limited to: Studio - 2 persons; One bedroom - 4 persons; 00 &18 Units - 5 persons; Two bedroom - 6 persons. Occupancy is limited to those persons identified in the Lease. Overnight guests are not permitted in <u>rented units</u> unless the approved Tenant is also present.

#### 40. PARKING ASSIGNMENTS AND ROTATION

The Margate Towers Condominium Association includes three surface parking lots and one enclosed two level garage. Units with parking rights are assigned one (1) parking space. Buyers purchasing a unit with a parking right are assigned a space on the Madison Avenue Lot and added to the parking rotation system, if requested, based upon their purchase date. The parking assignment rotation system is based upon seniority of ownership of a parking right. The frequency of parking assignment rotation is based upon unit sales. The Business Office maintains the parking rotation list for parking right holders seeking a more desirable parking location. Parking right holders may rotate from the Madison Avenue Lot – to the 9500 Lot – to the 9400 Lot – to the Upper garage – to the Lower garage.



**Margate Towers Condo Association Parking Lot Locations** 

 1st Floor Garage
 Space (1) through (53)
 Parking Structure located behind high rise

 2nd Floor Garage
 Space (54) through (90)
 Parking Structure located behind high rise

9400 Lot Space (9401) through (9424)

Parking lot located on Atlantic Ave between Adams and Jefferson Avenues

9500 Lot Space (9501) through (9522)

Parking lot located on Atlantic Ave between Jefferson and Madison Avenues

Madison Ave Lot Space (M-1) through (M-40)

Parking lot located on Madison Ave between Ventnor and Pacific Avenues

Unit Owners may sell their parking right, but not their assigned space, to the Margate Towers Condominium Association or to another Unit Owner who does not have a parking right. At no time may a Unit Owner hold two parking rights for the same Unit. Tenants are assigned their landlord's parking space for the duration of their Lease. See fee schedule for monthly fee.

#### 41. PACKAGES AND CERTIFIED OR REGISTERED MAIL

Packages will be accepted at the Front Desk for residents. Residents will be contacted to retrieve packages. Large packages will not be stored in common areas Residents will be charged a fee to have the item delivered to unit if not retrieved with 24 hours of delivery. Certified or registered mail will not be signed for by Margate Towers staff.

#### **42. PARTICIPATION AT OPEN MEETINGS:**

Pursuant to By-laws Article IV, Section 3(b), the participation of Unit Owners in proceedings or the provision of a public comment session shall be at the discretion of the Presiding Officer. The Presiding Officer may impose a time limit for each speaker prior to their recognition; such time limit shall not be more than 3 minutes. The Presiding Officer may set discretionary time limits for follow-up comments by any member.

Pursuant to By-laws Article V, Section 3(1), the presiding officer at any Board meeting or work session may interrupt, warn or terminate a participant's statement when the statement is too long, personally directed, abusive, obscene or if the participant does not observe reasonable decorum; or call for a recess or an adjournment to another time when a lack of decorum interferes with the

orderly conduct of the meeting as to warrant such action.

#### 43. PAYMENTS OF FEES, FINES, WORK ORDER INVOICES

Payments by cash, check, money order, ZELLE and credit cards are accepted. There is a surcharge added to all credit card payments. Contact the Property Manager for more information. A discount is available to Owners upon paying a full year of maintenance dues in advance. Contact the office for more information. A late fee will be assessed for each day that HOA fees are late after the 10<sup>th</sup> of each month. If the late fees are not paid within 30 days, the daily late fees will automatically double per day late. There is a fine for checks returned for NSF (non-sufficient funds) or other bank reasons. After a second returned-check, personal checks will not be accepted and a certified check, ZELLE or credit card payment will be required.

#### 44. NO PET ANIMALS PERMITTED

No pet animals of any kind are permitted in Margate Towers at any time, including pet animals of tenants, occupants, guests or invitees. A daily fine will be assessed for bringing a pet animal into the building. In addition, violation of this rule by any Tenant may result in eviction.

Service and ESA animals must be registered with the office prior to bringing them on the property. Please request a Reasonable Accommodation Application form from the Business Office. The approval process may take 30 days to complete.

#### 45. POOL AND POOL AREA

NO LIFEGUARD IS PRESENT AT THE POOL AND ALL UNIT OWNERS, TENANTS, GUESTS AND INVITEES USE THE POOL AT THER OWN RISK.

#### NO ADMISSION TO ENCLOSED POOL AREA OR POOL WITHOUT WRISTBAND.

Unit owners will be issued rubber wristbands based upon the type of Unit as follows: Studios -2; One Bedrooms -4; 00 & 18-5; Two Bedrooms -6. Wristbands MUST be worn at all times by anyone in the enclosed pool area. Persons in the enclosed pool area without a wristband must leave the area when asked by Margate Towers' employees.

#### **46. POOL RULES**

Margate Towers' employees have the authority to enforce all Rules and Regulations. The pool is available for all residents and authorized guests of Margate Towers from Memorial Day weekend through Labor Day weekend. Pool hours are from 8:00 a.m. to 7:00 p.m. daily. Lap swimming only is from 8 a.m. to 9 a.m. daily. Safety ropes are removed during lap swimming period.

The Dry Deck is not to be occupied for gatherings after 10 p.m.

No private parties are permitted in the enclosed pool deck.

#### No one is permitted in the pool area without a wristband.

- 1. All persons using the pool and pool area must comply with all instructions from the pool attendant.
- 2. Anyone coming from the beach must wash sand off before entering the lobby and pool areas. Hoses are available in back driveway and a shower is located on the pool deck.
- 3. Everyone must shower before entering the pool.
- 4. **Swim at your own risk.** No lifeguard is required by New Jersey law, and Margate Towers does not provide a lifeguard during all pool hours.
- 5. **No person under the age of 3 or in diapers** is permitted in the pool. Children under the age of 16 must be accompanied by an adult age 21 or older.
- 6. **No person having a communicable disease** or wearing a bandage is permitted in the pool.
- 7. **No ball playing, running or jumping** is permitted within the dry deck or pool deck areas.
- 8. No toys in pool area. No bicycles or scooters of any kind within dry deck/pool area.
- 9. **No food** is permitted within the enclosed pool area at any time.
- 10. Water only is permitted in the enclosed pool area.
- 11. No glass containers are permitted on the any portion of the deck.
- 12. All beverages must be in unbreakable plastic containers.
- 13. Smoking is not permitted on any portion of the deck.
- 14. Loud **noise or music** is not permitted in the pool area or dry deck. Please use earphones.
- 15. A propane gas grill is available on the dry deck for resident's use during the pool season. Use of the grill is on a first-come-first serve basis. Residents are responsible for cleaning the grill after each use. Use of the grill facility is at your own risk. The grill is an amenity.
- 16. **No one is permitted to reserve chairs or tables.** Unattended personal items will be removed after 30 minutes.
- 17. No personal chairs or personal patio furniture are permitted on the enclosed pool deck.
- 18. Towels must be placed on deck chairs prior to use.
- 19. Hanging towels or clothing on the deck railings is prohibited.
- 20. All persons must exit the pool during rain or electrical storms.
- 21. Young children are not permitted in the pool or pool areas unless accompanied by a responsible adult.

#### 47. UNIT RENTAL RULES AND REGULATIONS

- 1. Unit Owners may lease their Unit ONE TIME WITHIN A CONSECUTIVE (12) TWELVE MONTH PERIOD.
- 2. Leases must be for MINIMUM of 90 days and a MAXIMUM of 365 days. Multiyear leases will not be approved.
- 3. Thirty (30) days PRIOR to the anticipated occupancy, an Owner wishing to rent their unit must deliver the following documents to the Business office for consideration:
  - a. SIGNED MARGATE TOWERS APPLICATION TO LEASE
  - b. FULLY EXECUTED COPY OF MARGATE TOWERS APPROVED FORM OF LEASE RIDER
  - c. SIGNED ACKNOWLEDGEMENT OF MARGATE TOWERS RULES &

#### **REGULATIONS & ORIENTATION**

- d. SIGNED AUTHORIZATION FOR CRIMINAL REPORTS
- e. COPY OF SIGNED CERTIFICATE OF OCCUPANCY FROM CITY OF MARGATE
- f. Owners must pay a nonrefundable application fee for each new lease application and each lease renewal application. (Lease renewals refer to leases being renewed to year-round tenants (see fee schedule)
- g. Owners must pay a security deposit to Margate Towers Condominium Association to be used/applied as an offset against any damages, costs, and/or fines assessed against the Owners or Tenants in connection with an approved lease. Upon the expiration of the lease and following the Tenant(s) vacating the Unit, any remaining security deposit funds will be returned to the owner. (See fee schedule).

#### h. EVIDENCE OF RENTER'S LIABILITY INSURANCE COVERAGE

- 4. Occupancy for <u>rented units</u> is limited to: Studio 2 persons; One bedroom 4 persons; 00 & 18 Units 5 persons; Two bedroom 6 persons. Occupancy is limited to those persons identified in the Lease. Overnight guests are not permitted in <u>rented units</u> in the absence of the approved tenant. All rental occupancy restrictions are also subject to any and all applicable local, State or Federal regulations.
- 5. All leases must include all provisions of the current Margate Towers Approved Form of Lease Rider available from the Managers Office.
- 6. Prior to occupancy Owners must provide proof of Renter's insurance with coverage for both personal injury liability and property damages associated with the Unit. Please note that most standard homeowner policies do NOT provide coverage for rental property without purchasing a rental rider.
- 7. Owners must be current with regard to all fees, assessment and fines due Margate Towers Condominium Association before a lease or lease renewal application will be reviewed by Margate Towers.
- 8. If at any time during the lease period, the owner/landlord/tenant fails to pay any fee, assessment or fine assessed against the owner/landlord/tenant by Margate Towers Condominium Association, the owner/landlord agrees to subordinate any rent due and to permit Margate Towers Condominium Association to receive all net rental payments and to offset same against any monies due Margate Towers Condominium Association.
- 9. During the period of the tenancy, the owner/landlord shall not be permitted to use the Common Elements unless the owner/landlord owns or resides in another unit at Margate Towers. The Owner/landlord shall provide tenants with the owner's Access Fob to be used only by those tenants listed on lease. Use of the Access Fobs by anyone other than the listed tenants will result in a fine accessed against the owner/landlord for a first offense, deactivation of the Access Fob and an additional fee for reactivation of the Access Fob.

- 10. Owner/landlords are required to comply with any and all local, State or Federal laws, rules and regulations applicable to rentals and landlord tenant protections including but not limited to landlord tenant laws, housing laws, Megan's Law, lead based paint, Department of Community Affairs laws, window guards, etc. Owner/landlords are also required, upon the written request of the tenant, to provide, install and maintain window guards in all hallways to which persons in the tenant's unit have access without having to go out of the building. Prior to occupancy, the Owner/Landlord shall pay all costs associated with the installation and maintenance of windows guards incurred by the Margate Towers Condominium Association to comply with this requirement.
- 11. Move-ins and move-outs must be scheduled in advance with the Manager's Office using the service elevator only and shall not occur on weekends. Weekend move-ins, outs will result in a fine.
- 12. The State of NJ requires the owner/landlord to post a "No Lifeguard on Duty" sign on the back of the unit door. Signs are available for purchase in Managers office. Failure to maintain this sign will result in Margate Towers reporting of the owner/landlord to the State of New Jersey for citation and fine.
- 13. **PRIOR TO OCCUPANCY**, all Tenants must attend an orientation session with Margate Tower's Condominium Association Management ten (10) days prior to occupancy.
- 14. **NO SMOKING** is permitted in or upon any of the common or limited common elements of the condominium property.
- 15. Application criteria to be considered shall include, but not be limited to:
  - a. Employment;
  - b. Annual income;
  - c. Convictions for felonies, assault, battery, vandalism, arson, theft, trespassing, sexual offenses, domestic violence or drug offenses.
  - d. Negative landlord tenant actions
  - e. Bankruptcy, foreclosure or eviction
  - f. Misrepresentations or omissions in the application process.

#### RENTAL FORMS ARE AVAILABLE IN THE BUSINESS OFFICE

#### **48. RIGHT OF ACCESS**

Pursuant to the Master Deed, every unit owner grants a right of access to his/her unit to the Margate Towers Condominium Association for the purpose of making necessary inspections and repairs to any condition originating in that unit and affecting another unit or common element, or for the purpose of performing necessary installations, alterations or repairs to the condominium. Any such

access or entry shall be done by request at a reasonable time. In case of emergency, such right of entry shall be immediate whether the unit owner is present or not. In the event that unit door keys are not on file in the Business Office, any costs involved, such as breaking down the door, will be assessed to the unit owner. To facilitate the aforementioned entry access, each unit owner shall leave unit door keys in the Business Office.

#### 49. SALE OF A UNIT

A three (3) month, non-refundable, capital contribution fee equal to (3) months of HOA Dues, is due to Margate Towers at settlement from the buyer. A Security deposit is also due for electric from the buyer. A transfer fee is due to Margate Towers at settlement from the seller. The following criteria must be met to ensure compliance with the Master Deed/By-Laws of Margate Towers Condominium Association and the Margate City Building Department.

Once there is an executed agreement of sale, immediately inform the Property Manager to ensure ample time to complete the parking rotation, if applicable, for the new buyer.

- 1. The Property Manager must be informed in writing of the INTENT TO SELL a unit. This notice must be provided thirty (30) days in ADVANCE of closing and must list the names of the Real Estate agent handling the sale and include the term of the listing agreement. Should the listing change to another realtor, the Property Manager must be informed of the change.
- 2. All of the following must be delivered to the Property Manager's Office ten (10) days PRIOR TO CLOSING to establish a Margate Towers owner's account for the buyer and for review by the Property Manager.
  - a. Executed Agreement of Sale including the full name and address of buyer.
  - b. A completed PERSONAL DATA SHEET, listing the names of all intended occupants of the unit and other personal information on the buyer.
  - c. A "Certificate of Land Use Compliance" is required before the unit can be sold. This document is to be obtained from the Margate City Building Inspection department.
- 3. All perspective buyers must complete an Orientation with the Property Manager ten (10) days prior to the closing date. This orientation must be arranged through the Property Manager's office.
- 4. No one may hold an "open house" for the general public anywhere in or on the premises of Margate Towers for the purpose of selling a unit or its contents.

The Seller is responsible for providing a copy of the Master Deed, with all amendments, current By-Laws, and current Rules and Regulations of the Margate Towers Condominium Association to the Buyer. Current documents may be obtained from the Property Manager's Office for a fee. All of the above policies and procedures must be complied with PRIOR TO SETTLEMENT AND/OR OCCUPANCY of the unit.

#### 50. SECURITY

Key FOBS are to be provided to the new unit owner by the Seller and open the following doors:

Lobby Entrance Door (Front Door)
Lobby Entrance Door (rear Back Door)
Hall Entrance Door (from Pool Deck)
Pool Deck (Upper Garage)
Stairwell entrances (Lobby)
Water/Air Boxes (Alley)
Storage areas

In order to maintain effective security, additional Keys FOBS will not be issued to family friends, guests or relatives. Opening doors for unknown persons is PROHIBITED. All unit owners' cooperation is essential to maintain security for all.

#### 51. SMOKING

Smoking is prohibited in all common areas.

#### **52. SOLICITATION**

No owner, occupant, tenant, guest, invitee and/or any other person, shall directly or indirectly, solicit the sale of any type of services, goods, wares, merchandise or real estate on the bulletin boards, on mail boxes, or on/under Unit doors. Such conduct by any business, owner, tenant, and/or any other person is strictly prohibited. Door to door solicitations for any purpose whatsoever is prohibited.

#### 53. TRASH CHUTES AND RECYCLE ROOMS

DO NOT EMPTY WASTE BASKETS DOWN THE TRASH CHUTES. Do not place flammable material such as paint, varnish, etc., in the trash chute. Do not place smoldering materials in the chute, as a serious fire could result. No large quilts, pillows etc. may be placed down the trash chutes. No construction materials. Tin cans and other containers should be rinsed before placing them in the recycling containers. All garbage must be sealed in plastic bags. Personal hygiene items MUST be bagged before placing them down the trash chute. Never place personal hygiene items in the toilet. Large cartons and boxes should be flattened and brought downstairs for deposit in the recycling area.

#### 54. SHOPPING / LUGGAGE CARTS

Only handheld luggage may be transported in passenger elevators. Shopping / Luggage carts must only be transported into and out of the building using the service elevator and back door of the lobby. Shopping / Luggage carts are available in the main lobby. Shopping / Luggage carts must be returned to the main lobby after use. Margate Towers is not responsible for any damage or personal injury resulting from a residents or guests use of shopping / luggage carts. LEAVING

SHOPPING / LUGGAGE CARTS IN ELEVATORS, HALLWAYS OR THE GARAGE IS PROHIBITED. A FINE WILL BE IMPOSED IF THIS RULE IS VIOLATED.

#### 55. USE OF UNIT

No noxious, offensive or illegal activity shall be conducted in or upon the common elements, limited common elements or within any unit nor shall anything be done upon the common elements, limited common elements or within any unit, either willfully or negligently, which is or becomes an annoyance or nuisance to the other residents. All laws, ordinances and regulations of all governmental authorities having jurisdiction over Margate Towers must be observed.

#### **56. WATER SUPPLY**

If the water supply should be interrupted while the washer/dryer or dishwasher is running, turn off the appliance immediately, otherwise, the controls may burn out.

#### **57. FINES**

All fines are a separate assessment against the Unit affiliated with the offender and are subject to all collection efforts permitted by law. Written notice of all fines will be sent to a Unit owner affiliated with the offender at their current mailing address on record with the Management Office. The Unit owners shall have ten (10) business days following the mailing of the notice to pay the fine in full or request an opportunity to be heard by the Board of Directors. After an opportunity to heard, the decision of the Board of Directors is final. If payment in full or a request for an opportunity to be heard is not received within ten (10) business days of the mailing of the notice, the unpaid fine will be forward to legal counsel for collection proceedings as permitted by law. NOTE: Each day any violation continues after initial notice is considered a separate and continuing violation subject to an additional fine for each day the violation continues.

#### I. GENERAL MINIMUM FINES

A violation of any of these Rules and Regulations by any owner, occupant, tenant, guest, invitee, private employee or contractor may result in a minimum fine being assessed against the Unit owner associated with the offending owner, occupant, tenant, guest, invitee, private employee or contractor according to the following minimum general fine schedule:

First offense \$100.00 Second offense \$300.00 Third offense \$500.00

Continuing Violation \$5,000 plus revocation of privileges to use common elements and voting rights.

#### II. SPECIFIC VIOLATION FINES:

Violation of the following specific Rules and Regulations by any owner, occupant, tenant, guest, invitee, private employee or contractor may result in fine being assessed against the Unit owner associated with the offending owner, tenant, guest, invitee, private employee or contractor according to the following fine schedule:

#### FEE / FINES SCHEDULE:

Fine Category	Fine Amount
Construction-Related	
Causing Alarm to sound	\$100
Late Fees	
HOA	\$10/day late after
	10 <sup>th</sup> of month
Electric	\$25 per 30-day
	cycle after the 10 <sup>th</sup>
	of the month
Failure to pay work order within 30 days	\$20 for each 30-
	day period
Fine for bringing a pet into the building	\$500/day
Fee Category	Fee Amount
Construction-Related	
Security Deposit	\$500
Hallway Protection	\$75/week
Package-Related	
Taking packages up to units	\$20
Storage fee for large packages after 24 hours	\$20
(Note: large package is defined as >24" in any dimension	
Credit Card Payments	3.6% surcharge
Returned checks	\$46 per return
Work order – minimum fee	\$20
Unit Rental	
Security Deposit from (due from Landlord)	\$1,000
Rental fee for New Leases (due from Landlord)	\$350
Rental fee for Renewed Leases (due from Landlord)	\$250
Unapproved Lease/Rental/Occupants	\$500/day and
	revocation of all
	owner's
	privileges to sue
	common elements
	and voting rights
	(unapproved
	tenents are
	subject to

	eviction at
	owners cost and
	expense)
Unit Sale	
Capital contribution (due from buyer)	3 months of HOA
	dues (schedule
	below)
Security Deposit for Electric account (due from buyer)	\$100
Transfer fee (due from seller)	\$150
Providing a copy of Master Deed	\$100
Providing a copy of By-Laws	No Charge
Reservation of Community Room	\$25 for 4 hours
Reservation of Community Room (large gathering)	See office
Accommodation for weekend move-in/move-out	\$100
Key FOBs	
Misuse of FOB	\$100 plus
	deactivation
Reactivation	\$100
3 <sup>rd</sup> FOB (max of 3 FOBs per unit)	\$50
FOB Replacement (deactivation of lost FOB is required)	\$125
Parking	
Madison Lot	\$30/month
9400 Lot, 9500 Lot, Inside Garage	\$35/month
Cable (subject to annual increases; this is rate in 2023)	\$44.10/month
HOAF 1 H 'AT	
HOA Fee by Unit Type 00,18 1 Bed, 1.5 Bath	0701.00
	\$781.20
01,15 2 Bed, 2 Bath 02,16 1 Bed, 1 Bath	\$985.82
	\$626.66
	\$670.36
04,14 1 Bed, 1 Bath	\$634.13
05,11 1 Bed, 1 Bath	\$623.47
06,12 Studio	\$312.27
07 1 Bed, 1 Bath	\$565.92
08,10 Junior 1 Bed	\$539.27
09 Junior 1 Bed	\$478.53
A1 Ground Level	\$539.27

#### III. COLLECTION OF FINES

All fines are a separate assessment against the Unit affiliated with the offender and are subject to all collection efforts permitted by law. Written notice of all fines and basis thereof will be sent to one affiliated Unit owner at their current mailing address of record with the Management Office. The Unit owners shall have ten (10) days following mailing of a fine notice to pay the fine or request an opportunity to be heard by the Board of

Directors. If after being heard, the decision of the Board of Directors is final. All fines that remain unpaid after ten (10) days of mailing of a fine notice to a Unit owner may be sent to outside legal counsel for enforcement and/or collection as permitted by law including, but not limited to, entry and recording of a lien against the Unit in the Atlantic County Clerk's office, pursuant to the Master Deed, By-Laws and New Jersey law, plus all attorneys' fees and costs associated with collection and/or recording of the lien.

#### IV. ADDITIONAL PENALTIES

Unit owners who are delinquent in the payment of any fees, assessments, fines and/or liens chargeable to their Unit shall have their voting privileges suspended and their privileges to use all common element property and amenities revoked until all obligations to the Association are satisfied.