

**FOX HILLS AT ROCKAWAY CONDOMINIUM ASSOCIATION, INC.
RESTATED RULES AND REGULATIONS**

Table of Contents

I	GENERAL PROVISIONS	2
II	USE AND OCCUPANCY RESTRICTIONS.....	4
III	USE OF LIMITED COMMON ELEMENTS	8
IV	PARKING	9
V	LEASING OF ASSOCIATION OWNED INDOOR PARKING SPACES.....	9
VI	VEHICLES	10
VII	POOLS	10
VIII	FITNESS CENTER.....	11
IX	TENNIS COURTS.....	11
X	BOCCE - HORSE SHOES – SHUFFLEBOARD.....	14
XI	CLUBHOUSE	14
XII	GREENHOUSE	15
XIII	GARDEN PLOTS.....	16
XIV	COLLECTION OF ASSESSMENTS AND DEBT SERVICE PAYMENTS	17
XV	SALES – TRANSFER - MOVING.....	20
XVI	AMENDMENTS	21
XVII	ALTERNATIVE DISPUTE RESOLUTION COMMITTEE (ADRC).....	22
XVIII	VIOLATIONS	25

FOX HILLS AT ROCKAWAY CONDOMINIUM ASSOCIATION, INC. RESTATED RULES AND REGULATIONS

The Fox Hills at Rockaway Condominium Association is a community organization made up of owners of units in the Fox Hills Condominium located in Rockaway Township, New Jersey.

These Rules and Regulations are intended to set out the use restrictions and rules for living in a planned community in such a way that all can enjoy peace and quiet, with respect for one another. These Rules should be read in conjunction with the Master Deed and By-Laws. The Master Deed, By-Laws, and Rules and Regulations apply to all unit owners, as well as their tenants and guests. Unit owners are responsible for the conduct of their tenants and/or guests and infractions committed by them.

A failure not to enforce one or more of the Rules and Regulations shall not be deemed a waiver of the right, obligation, and power of the Board of Directors to enforce any of them.

Should any provision hereof be determined to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

I GENERAL PROVISIONS

1. Smoking is prohibited in the following areas: garages, building hallways and lobbies, the greenhouse, clubhouse, tennis courts, bocce courts, shuffleboard courts, horseshoes, pools, covered outdoor pool area, barbecue area, clubhouse balconies, and all other common facilities and areas. **Smoking is permitted in the Clubhouse upper and lower level parking lots ONLY!**
2. Each unit resident should have 1 photo ID and 1 guest card or badges per unit without charge. Those unit owners who still retain the brown guest badges shall be permitted to use them.
3. A. The distribution of literature to residential units without the prior written permission of the Board of Directors is prohibited. Any Association member wishing to distribute literature must submit a written request including a copy of the literature to the Association for review by the Board of Directors. Approval may be granted if, in the sole discretion of the Board of Directors, the material is deemed appropriate and does not expose the Association to any liability. Photo identification must be on your person at all times.
3. B. Political flyers may be distributed door to door with the following limitations:
 1. The flyer must relate to the governance or operation of Fox Hills;

2. The flyer date and the resident's name must appear on the flyer; and may not contain any attack against persons or groups
 3. The resident distributing the flyer is responsible for following all applicable N.J. Laws (e.g. libel, slander, etc.)
 4. Residents from another building distributing flyers door to door must be accompanied by a building resident that allows them in.
3. **C.** Flyer distribution in buildings will be done by giving the flyers to the office for distribution in Friday's folders with review and approval by the board
4. Guests must always be accompanied by a resident at all common area amenities.
5. Photos taken at Fox Hills, for use on the internet, require the signed permission of everyone in the photo.
6. Definitions

For the purpose of brevity and clarity, certain words and terms used in these Rules and Regulations are defined as follows, unless the context clearly indicates otherwise:

Association: The entity formed to serve as a means through which the condominium may take action with regard to the administration, management, maintenance, repair and operation of the property. The Association shall be governed by the New Jersey Condominium Act, the Master Deed, the By-Laws and the Rules and Regulations.

Board or Board of Directors: The entity of the Condominium Association, as constituted at any time or from time to time, in accordance with the applicable provisions of the By-Laws.

By-Laws: The governing regulations adopted under the New Jersey Condominium Act (46:8B-12.2) for administration and management of the condominium and condominium property and the actions of the Association.

Common Elements: All properties within the boundaries of Fox Hills Condominium exclusive of residential units.

Director: A member of the Board of Directors.

Extenuating Circumstances: An unusual circumstance suggesting a Board ruling.

Guest: Shall mean and refer to a person who occupies or visits a unit but has a permanent residence elsewhere. Aides are not considered guests as they are considered a paid employee of a resident.

Limited Common Elements: Spaces within residential buildings assigned to the sole use of a specific unit. Garage parking, utility closets and balconies are the current designated areas.

Photo ID: A facial picture card dated annually which should be carried by the resident when in the common areas of the community.

Resident:

The term "Resident" and "Permanent Resident" when used herein shall be synonymous.

- a. An owner or renter who makes his/her residence in a Fox Hills unit, notwithstanding the fact that he/she may stay seasonally in another location or take extended trips;
- b. Any person at least 19 years of age, designated by the resident as living with the resident who can demonstrate permanent residency at Fox Hills by means of a current government issued document or notarized affidavit from the designating resident.

Tenant: Shall mean and refer to a renter under contract with the unit owner who makes his/her home in a Fox Hills unit, notwithstanding the fact that he/she may stay seasonally in another location or take extended trips. The unit owner retains responsibility and liability for tenant compliance with the Master Deed, By-Laws and Rules and Regulations. The unit owner relinquishes access to Association facilities and services for the duration of the lease.

Unit Owner:

- a. Each owner of a unit shall be a member of the Association and ownership of a unit shall be the sole qualification for membership. There shall be one membership per unit ownership. Membership shall be appurtenant to and may not be separated from ownership of a unit. The Association shall be given written notice of the change of ownership of a unit within 10 days after such change.
- b. One individual shall be designated as the "Voting Unit Owner" for each unit's ownership as prescribed in the Association's By-Laws. The Voting Unit Owner or his proxy shall be the individual who, if in good standing with the Association, shall be entitled to vote in accordance with the election procedures. If the record ownership of a unit shall be in more than one person, or if an owner is a trustee, corporation, partnership or other legal entity, then the Voting Unit Owner for the unit shall be designated by such owner or owners in writing to the Board and if, in the case of multiple individual owners no designation is given, then the Board at its discretion may recognize an individual owner of the unit as the Voting Unit Owner for such unit.

II USE AND OCCUPANCY RESTRICTIONS

1. **Occupancy:** One (1) permanent resident of a unit must be at least 55 years of age, and no resident may be less than 19 years of age. In no event may any unit be occupied by more than 4 permanent residents. Guests under the age of 19 are limited to a maximum stay of one month with the permanent resident. Exceptions for extenuating circumstances must be approved by the Board.
2. **Zoning Ordinance:** Each purchaser takes title to his/her unit subject to the Zoning Ordinances of Rockaway Township. Structural alterations to a unit require, in addition to the approval of the Board of Directors, compliance with all State and Municipal Codes, Standards, Ordinances, Permits, and Certifications.

3. Use: No home shall be used for any purpose other than a private residence. In addition, the common elements shall not be utilized for any residential, commercial, or employee based business purpose unless expressly permitted by the governing documents or the Board of Directors.
4. Obstruction: There shall be no obstruction of access to any of the common elements except with Board of Directors' approval.
5. Building: No unit owner or occupant shall build, plant, or maintain any matter or thing (including, but not limited to, any planting, lawn ornaments, additions, alterations) upon, in, over, or under the common elements without the prior written approval of the Board of Directors. Penetration of the exterior building wall shall not be permitted under any circumstances.
6. Utility Closet: The storage of all materials, including tools, cleaning utensils, chemicals, combustibles, and oxygen tanks in a unit owner's utility closet is strictly prohibited. Periodic inspection will be made by the Association and Rockaway Township Fire Marshal for violations. Violators will be subject to fines.
7. Exterior Appearance: Unit owners shall not have any right to change the appearance of any portion of the exterior of any unit (including, without limitation, any change to the exterior color scheme) without prior written approval of the Board of Directors.
8. Maintenance: Each unit owner shall promptly furnish, perform, and be responsible for, at his own expense, the repair, maintenance, and replacement of his unit; provided, however, that the Association, its agents, and employees may effect, at its sole discretion, emergency repairs which the owner has failed to perform and charge the cost of same to the owner(s) involved as an assessment.
9. Insurance: Nothing shall be done or kept in any unit which will increase the rates of insurance beyond the standard rate applicable for condominium units, without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in his unit or in or upon the common elements which may result in the cancellation of insurance on any of the common elements or the contents thereof, or which will be in violation of any law.
10. Display:
 - a. No clothes, clotheslines, sheets, blankets, laundry, or any other articles shall be hung out or exposed on any part of the common elements, including balconies and in front of personal storage areas;
 - b. No signs, awnings, canopies, shutters, or antennas, except those installed by the Association, shall be affixed or placed upon the exterior walls, roofs, or any limited common element without prior written consent of the Board of Directors. Television or radio antennas are not permitted under any circumstances because all units are pre-wired for cable. Satellite dishes may

be installed on balconies as long as they are set back and are not installed on the balcony railing or higher than the top of the balcony railing. No flower pots are to be placed outside of the railings on the balcony;

- c. Signs for any purpose whatsoever are strictly prohibited, including but not limited to signs displayed on a unit or common area advertising the sale or lease of a condominium unit. The Board of Directors shall have the right to immediately cause the removal of any sign violating these provisions and obtain, in addition to any penalties which might otherwise be imposed by the Association, all costs incurred by such removal;
 - d. Owners shall not be allowed to place decorative or common use items in lobbies, vestibules, hallways, stairways, elevators or other common areas or garage area.
 - e. Each resident building shall have bulletin boards in the lobby area of the buildings on the first floor. One bulletin board shall be utilized solely for information distributed by the Fox Hills Condo Association and any and all notices pertaining to the individual building itself. Other bulletin board(s) shall be utilized for notices and fliers distributed by various organizations and clubs within the Fox Hills Community. No bulletins, flyers, or information can be placed in any other area of the building with the exception of emergency and urgent notices placed by the Association. Also with the exception of General Provisions 3-B referring to distribution of political flyers. No other notices or flyers can be placed in any other area of the building, including the elevators, entrance doors, on or alongside the mailboxes, or on any garage wall. The Board shall have the right to immediately cause the removal of any flyer or information violating these provisions;
 - f. All commercial flyers, notices, and advertisements may only be placed on the bulletin boards on the lower level of the Clubhouse. Flyers must be dated and can remain for no more than 30 days at which time they will be removed by Management.
11. Collections for Charities: No boxes or other containers may be placed in the lobbies or common areas, except on a temporary basis just outside the door of the person collecting, provided that hallways are not obstructed in any way.
12. Religious and Patriotic Displays: Religious displays are allowed only between late November and early January. Patriotic displays are allowed on national holidays and such other dates pursuant to a policy which may be established from time to time by the Board of Directors.
13. Animals: In any one unit, residents may have up to 3 pets, only 2 of which may be dogs. No dangerous animals including vicious breeds of dogs shall be permitted anywhere at Fox Hills at any time. All owners and their guests, invitees, agents, and others with pets or animals in their charge shall: (1) take their pets to pet designated areas provided by the Association to both urinate and defecate, or (2) curb their pets in the gutter/macadam. In no event shall a pet or animal be allowed to urinate or

defecate upon any other portion of the common elements including grass areas. All feces left by the pet or animal at the pet designated area, or in the gutter/macadam must be removed immediately, bagged and disposed of as soon as possible in the covered garbage receptacles located in the garage or in the roadway garbage receptacles. In no event may feces be put down the garbage chute. All owners, their guests, invitees, or agents shall accompany the pet or animal in their charge at all times and shall keep the pet on a leash at all times fully under control. Lobbies are to be used only for entering and exiting the building with a pet. Animals should be kept on a short leash and will not be permitted to loiter in the building lobby or be on the furniture. No pet shall be permitted in, at, and around the clubhouse and pool area. For safety and cleanliness, no bird feeders shall be allowed on the premises and feeding of any wild animals is strictly prohibited. Residents shall be held responsible for violations of these provisions by their pet or those of their guests. 2

14. Nuisance: No noxious, hazardous, or offensive activities shall be carried on, in or upon the common elements or in any unit, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents or which interferes with peaceful possession and proper use of units or the common elements by the other owners. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Community shall be observed.
15. Structural Changes: Nothing shall be done to any unit which will impair the structural integrity of any unit or which will structurally change a unit. No owner may make any structural additions, alterations, or improvements in or to his unit or impair any easement without the prior written consent of the Board of Directors and as further provided in the By-Laws. Nothing herein shall be construed to prohibit the reasonable adaptations of any unit for handicap use.
16. Waste: No portion of this property shall be used or maintained as a dumping ground for rubbish. It is the unit owner's responsibility to ensure that any contractor, repairman, or other person retained by such unit owner to perform work on any unit or on the common elements shall clean up and remove from the property all rubbish at the conclusion of each work day. Trash, garbage, recyclable, or other waste shall be kept in sanitary containers as approved by the Board of Directors for weekly or more frequent collection. 2
17. Draperies: The Board of Directors shall have the right to prohibit the installation of any window covering which may be found to be offensive or degrading.
18. Utilities: Each unit owner shall pay for his own telephone, cable television service, and utilities, which are separately metered or billed to each user by the respective utility.
19. Permitted Unit Rental: The homeowner shall submit a lease to the Association which is to be executed by the tenant and homeowner that requires the tenant be subject to existing use and occupancy restrictions as well as the Rules and Regulations of the Association. In the event the owner fails to fulfill this obligation, then the Board shall have the right, but not the duty, to institute and prosecute such

action as attorney-in-fact for the owner and at the owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the unit. Collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of common expense assessments.

20. Use and Occupancy Restrictions of Rentals: No unit shall be rented by the owner(s) thereof or otherwise be utilized for transient or hotel purposes, which shall be defined as rental for any period less than 365 days. Rentals will be limited to a lease of one year at a time and extensions will be considered by the owner as each lease is about to expire. An extension of an additional year may be granted when the lease is about to expire.

21. Use of Water Retention Areas: Swimming, bathing, boating, and other use of the water retention areas on the property are prohibited.

22. Sale of Home

Each unit owner shall give the Association written notice of his or her intention to sell the unit. Upon the contract of sale being executed, the selling unit owner shall immediately notify the Association of the name and former address of the new owner. No signs, lockboxes, or open houses are permitted at Fox Hills. The owner/resident or authorized agent must accompany all buyer prospects at all times while on Fox Hills property. No furniture, appliances, or large items may be left in common areas, without prior approval of the Association. Notification to the Management Company is required for the purpose of determining any outstanding indebtedness prior to the closing of title.

23. Dryer Vents: The unit owner is required to have their dryer vent professionally cleaned every 2 years and submit a copy of the vendor's receipt to the Association.

24. Lobby and Common Areas: Proper attire must be worn at all times (no bathrobes or pajamas). Sleeping or napping in the lobby is not permitted.

III USE OF LIMITED COMMON ELEMENTS

1. Pursuant to Local Ordinance of the Township of Rockaway, no open flame cooking or barbecuing is permitted on balconies, with the exception of electric grills. No gluing, self-stick carpeting, or tiling is permitted on balconies. Screening of the balconies is permitted upon written application to the Association. Approval shall not be unreasonably withheld.
2. Any proposed alteration or modification to standard common areas must conform to the architectural character of the community, including balcony screening.
3. Storage of bicycles, toys, shoes, boots, and garbage is prohibited in the common areas such as garages, entrances, hallways, and foyers except in designated storage areas.

4. Storage of any hazardous material or medical hazardous waste is prohibited in the storage areas of the garage or any portion of the common areas.
5. The disposal of unwanted furniture, bedding, and other apartment equipment and accessories by a unit owner on Association property including designated trash areas in the parking garage is strictly prohibited. Permission for the disposal of these items may be granted under certain circumstances, upon contacting the Association seventy-two hours prior to the planned move. Failure to do so will result in loss of all deposited moving fees in the case of a unit sale, or a fine assessed against the unit owner in all other instances.

IV PARKING

1. No vehicle may be parked in front of building entrances, garage entrances or exits, or front entrance to the Clubhouse at any time.
2. Parking is permitted only in marked spaces both in the garage and outdoors.
3. Handicapped spaces may only be used by vehicles displaying a handicapped placard or license plate.
4. Recreational vehicles, boats, and trailers may park in designated areas only. Notification must be given to the Association seventy-two hours in advance. Commercial vehicles, boats, trailers, campers, mobile homes or trucks may not park overnight on any part of the common element except (1) in areas specifically designated for such purpose by the Association; and (2) for those vehicles temporarily on the property for purposes of servicing the Association itself or one of the condominium units.
5. All vehicles parked in the development must be in an operable condition and have current state license plates and a valid inspection sticker for that state. Any vehicle parked in the same outdoor parking spot for more than 14 days without movement will be tagged and the resident may receive a fine.
6. During snow removal operations, owners, guests, and lessees must move their vehicles when directed by the Association or the equipment operator.

V LEASING OF ASSOCIATION OWNED INDOOR PARKING SPACES

Empty indoor parking spaces will be available to homeowners in their own buildings under terms of a one year renewable lease at a cost of \$1,000.00 per year payable in advance. (This rate is subject to future change at the discretion of the Board of Directors.) These leases cover parking spaces only – not storage bins.

VI VEHICLES

1. Riding of motorized recreational vehicles, go-carts, dirt bikes, snowmobiles, and similar vehicles in the community is prohibited.
2. All users of wheelchairs, motorized scooters and baby strollers must use sidewalks where accessible.
3. Drivers must obey the posted speed limits throughout the community.

VII POOLS

The following rules governing pool use are designed for the enjoyment and safety of our residents and their guests. Strict adherence to these rules is essential and failure to comply may result in denial to these facilities.

1. A resident must accompany and stay with guests.
2. Pool monitors and Management personnel are authorized to enforce all Pool Rules and may eject residents or guests from the pool and/or pool area for violation of Pool Rules or for failure to cooperate with the monitor's reasonable instructions. **Applies to Outdoor Pool only**
3. All residents must present their Fox Hills Photo ID and sign in with the pool monitor for entry to the outdoor pool. All guests including children over the age of 3 must have a badge (brown and white badge) or pool pass which will be punched by the pool monitor for entry to the outdoor pool. **Applies to Outdoor Pool only**
4. A resident must accompany and stay with guests. Residents are limited to a total of 5 guests per day.
5. Between 9:00 A.M. and 10:00 A.M., two lanes will be reserved for lap swimming. Between 10:00 A.M. and 11:00 A.M., the pool will be restricted for Water Aerobics. Residents and guests may use the pool at these times provided they stay clear of the lap swimmers and the Water Aerobics Class. **Applies to outdoor pool only.**
6. Food, beverages, and glass containers are prohibited within the enclosed pool areas. Food and beverages are permitted in designated barbecue, patio, and deck areas.
7. Discarding of refuse is prohibited, except in provided receptacles.
8. Diving, jumping, running, ball playing, horse playing, spitting, and excessive noise are prohibited in the pool and/or pool area.
9. Large flotation items such as rafts are not permitted in the pool. However, lifesaving and authorized exercise equipment are permitted.

10. All non-toilet trained children and incontinent adults must wear proper protective attire.
11. Changing "swimmies" and/or "diapers" must be done in the locker rooms.
12. Pets are prohibited in pools and pool areas.
13. Children under the age of 16 are prohibited in hot tubs, steam room, and saunas.
14. Reserving or saving of lounge chairs or tables is not permitted. Use of chairs and tables are based upon a first/come, first/serve basis.
15. All personal belongings must be removed when you leave the pool area. Items left behind will be deposited in the Lost and Found in the Clubhouse.
16. Radios, tapes, CD's and iPods are permitted provided a headset is used.
17. Appropriate swimming attire is required to enter the pool/hot tubs.

VIII FITNESS CENTER

1. If a resident is waiting to use the exercise equipment, there must be a maximum time use of no more than 30 minutes per machine. (Use of a sign-up sheet will avoid any disputes.)
2. Food, beverages, alcohol and smoking are prohibited in the exercise room except for drinking of water in plastic containers.
3. All exercise equipment must be wiped down after use.
4. No one under the age of 14 may use the exercise equipment at any time. A resident must accompany any non-resident.
5. Use of all exercise equipment is at the user's own risk.
6. Caregivers and/or employees of residents are not allowed to use the fitness center equipment.

IX TENNIS COURTS

Attire

1. All players must wear appropriate tennis attire and proper tennis shoes. Residents shall carry Fox Hills ID cards. The cooperation of all residents and guests is expected.
2. Appropriate tennis attire does not include bathing or swim suits, cutoffs, or street clothes.

3. Only rubber-soled tennis sneakers, may be worn on the Har Tru courts. This rule will be strictly enforced.

Court Reservations

1. During the tennis season (May 1st to September 30th), residents may reserve courts from 7:30 AM until 10:30 PM. Prior to May 1st and after September 30th "winter rules" are in effect. During "winter rules" months play is on a first come basis and court reservations are not utilized during this time of the year.
2. During the tennis season a new set of sign-up sheets will be posted at the courts on Sunday morning for the upcoming week (Monday through Sunday). **Residents** may reserve courts on a first come basis.
3. Residents may reserve one time slot (1 ½ hours) of court time per day. None of the players involved in play during a reserved time slot may reserve a consecutive time slot.
4. Players must relinquish the court promptly, at the end of their time slot, to players who have signed up, reserved the court for the next time slot, and are waiting to play. If no one is waiting, play may continue.
5. No individual player may play in more than two (2) consecutive time slots unless no other players are waiting to play.
6. Walk-ons, upon signing in, are permitted whenever a court is not reserved.
7. Rain or other adverse weather conditions that interrupts play, does not extend the players allotted time on a court if other scheduled players are waiting for their time slot.
8. Fox Hills Tennis Club sponsored events, such as tournament play, group lessons, and scheduled round-robin play take precedence over other reservations.
9. Players must arrive no later than 10 minutes after they are scheduled to play or their reservation will be forfeited and pick-up play will be permitted until the next reserved time slot.
10. As a courtesy, players should cross their names off the sign-up sheet if they are not going to use their court reservation.

Guests

1. Guest players **must always be accompanied by a resident** while playing on the court. Only one court may be reserved and/or used by that resident and his or her guest. Guests may not reserve courts.

2. The resident is responsible for ensuring that their guest(s) are aware of, and adhere to, all these rules regulating tennis play, attire, and etiquette, on Fox Hills' courts. Violations will be reported and may result in suspensions and/or fines being levied on the resident/homeowner.

Har Tru Court

1. As a courtesy to the next players, the Har Tru court should be swept and lined by the departing players upon completion of play. Departing players should leave sufficient time to complete this task before vacating the court at the conclusion of their time slot.
2. Har Tru court padlock: The Har Tru court is kept locked when not in use to prevent damage to the court surface. Several Tennis Club members have keys to the padlock, and a key, which may be checked out by residents, is also kept in the Gatehouse.

Tennis Etiquette

1. No food, alcohol, pets, glass containers, or smoking is permitted on any of the courts.
2. Players are expected to practice proper tennis etiquette and sportsmanship at all times. Control of temper and language is essential for proper conduct.
3. Never lean on the net or readjust the net center strap below a height of 3 feet.
4. Remove all ball can caps and trash, etc. or deposit it in the proper receptacle.
5. Never cross over a court in use while a point is in play. Wait until the point is over before entering or crossing an occupied court.
6. Spectators should not talk loudly or otherwise disturb the players while a match is in progress.

Enforcement

1. The President and/or the Officers of the Fox Hills Tennis Club will settle all conflicts in scheduling, reservations, and rules interpretation that arise among Tennis Club members. Disputes that arise with non-Tennis Club members and unresolved disputes among Tennis Club members are subject to the Fox Hills Alternate Dispute Resolution Committee procedures.

2. Repeated violations of these tennis General Rules will be reported to the Fox Hills Board of Directors and may result in a fine being levied and/or the suspension of a homeowner's tennis court privileges.

X BOCCE - HORSE SHOES – SHUFFLEBOARD

1. No pets are permitted on the playing areas at any time.
2. Players are expected to conform to game rules and to keep noise to a minimum.

XI CLUBHOUSE

1. The use of the pool tables is limited to residents and their guests. No one under the age of 16 is permitted to use the pool tables at any time.
2. Pets are prohibited inside the clubhouse.
3. The clubhouse doors shall be accessible from 5:00 A.M. to 10:00 P.M. with the use of the security proximity pass system (fobs or card keys).
4. Any resident who wishes to reserve a specific room including the Conference Room or Ballroom for use by a group or party made up of more than 8 persons must obtain and submit an application at the Management Office. Reservations shall be made on first come, first served basis and yield to any Association function already scheduled. Prior to use, the owner(s) must provide "Proof of Insurance" by way of a certificate issued by the owner(s) homeowners' insurance carrier or comparable insurance which is acceptable to the Association. The Board of Directors shall establish usage fees from time to time. The application shall be acted upon by the Association within 10 days of submission and a signed copy of the response returned to the applicant. The unit owner(s) shall be responsible for the cost of security, cleanup, and any damage incurred.
5. Office staff has instructions on locking clubhouse balcony doors, anyone not familiar with the process should contact the office staff.

CLUBHOUSE RENTAL FEES

The Board of Directors has reviewed the policy of the rental and use of the Fox Hills Clubhouse and has established rules and cost factors dealing with the ballroom, kitchen, and other areas of the Clubhouse. They are as follows:

Party/Gathering of Fox Hills Residents

- All Fox Hills Residents attending – no fee.

Party/Gathering – Outside Guests:

- There will be a four (4) hour maximum limitation.
- A Fox Hills resident must prepare the paperwork and comply with all requested information and fees.
- The resident is responsible for the cost of cleanup.

- The resident will supply a Certificate of Liability Insurance with Fox Hills named as the "additional insured".
- No children's parties (under 21) will be allowed.
- A 55+ aged resident must be in attendance at the party/gathering

Set Up:

- Resident will be permitted to set up one hour before function at no additional charge.
- Kitchen is a "warm up" kitchen only. No cooking is allowed.

Clean Up:

- Resident will be permitted up to one hour after conclusion of function at no additional charge.
- Food and beverages served at functions must be removed from refrigerator and freezers at termination of festivities.

Rates for Use of Rooms:

- | | |
|----------------------------|-----------------------------------|
| • Ballroom and Kitchen | \$ 300 for Four (4) Hours or Less |
| • Two Card Rooms & Kitchen | \$ 200 for Four (4) Hours or Less |
| • One Card Room & Kitchen | \$ 100 for Four (4) Hours or Less |

Deposit: The Association requires a deposit of \$ 500.00 at the time of the function, which is refundable, provided there is no damage and all areas used for the function have been cleaned (includes cleanup of the freezer, refrigerator, stoves, and microwaves). If all areas have not been cleaned and/or there is damage to the facility, your deposit will pay for the cleanup and/or damage. Any additional expenses not covered by the deposit will be the responsibility of the renter.

XII GREENHOUSE

The greenhouse is not an amenity described in the Developer's Public Offering Statement (POS) but may, nonetheless, be used by residents under guidelines amended from time to time by the Board of Directors. It is a multi-use structure serving the needs of the Association and providing pleasure to homeowners. All work and storage areas are to be kept clean.

1. The rear section of the greenhouse is occupied by the Fox Hills Maintenance Staff to be utilized for facilities, maintenance storage and projects.

The middle section is available for all Fox Hills residents.

2. The front section of the greenhouse is set aside for residents wishing to propagate plants from seeds or seedlings. Allocation of available space will be on a first come, first served basis. The Greenhouse is available to residents for all seasons and for the use of Fox Hills landscapers.

3. All plants must be kept free of disease and/or insect infestation. Plants which show evidence of either of these conditions will be removed and destroyed by the Association.
4. Residents must identify each plant container by attaching their name and telephone number to said container

XIII GARDEN PLOTS

A. Annual Reservation of Garden Plots

Common area garden plots are owned by the Fox Hills at Rockaway Condominium Association and will be assigned by the Association.

1. Reservation Forms will be available at the Management Office during November of each year; date to be posted by Management. Only one plot per unit will be accepted for reservation.
2. The Association will post a list in the Clubhouse containing the names of residents and assigned plots. If plot supply meets or exceeds demand, every effort will be made to assign previous plots to previous gardeners. The names of unassigned residents who have submitted valid reservation forms will be placed on a waiting list. In case of vacancies, plots will be assigned from the list in the order of their original submission dates. Please note: No proxy reservations may be submitted. Accordingly, no resident may garden a plot that has been assigned to another resident. Violations of this provision will result in immediate loss of gardening privileges.

B. Reassignment

Any plot assigned under Paragraphs 2 to a resident which is not prepared for planting by May 15th will be considered vacant and reassigned.

C. Resident Maintenance of Garden Plots

1. No objects or materials shall be affixed or hung from the perimeter fencing of the gardens nor shall any type of canopy or tent-like structures be erected within the assigned plot. If present, these objects will be removed by the Association after written notice to the assignee of record, and the cost will be passed on to the resident.
2. A two foot wide pathway in the center aisle must be maintained by each resident operator and kept clear to permit easy access by all residents to their assigned plots.
3. All plots must be cleared of vegetation, support material, and plot dividers by November 15th. After this date, the Association will consider uncleared plots abandoned. In this event the Association will clear these plots and

charge the assignee of record for labor costs. Thereafter, no plot will be assigned to any resident who fails to clear his or her plot.

4. Only annuals are to be planted. The planting of perennials runs the risk of loss to the plot gardener since annual assignment of the same plot cannot be guaranteed.

D. Association Responsibilities

1. The Association shall assign all plots in an equitable and fair manner to all residents in good standing in accordance with the above provisions. No one may request or reserve a plot on behalf of a resident.

2. The Association will supply reasonable access to water for all plots no later than May 5th. (Contingent upon irrigation system)

3. The Association will develop a plot plan for the planting season which creates standard size plots. This will:

- a. Permit annual assignment of equal plot size to all and;
- b. Maximize the number of plots available for planting.

4. The Association shall erect and maintain a perimeter fence and access gates and locks for all approved garden sections and affix permanent numbered signs to each plot. The Association shall provide a key to each user.

XIV COLLECTION OF ASSESSMENTS AND DEBT SERVICE PAYMENTS

All documents, correspondence and notices relating to charges shall be mailed to the unit address, unless an alternative address is provided in writing to the Association.

1. Payment Due Dates:

- a. Payment of common expense charges (Maintenance, Capital Reserve and Water) shall be due on the first day of each month.
- b. Special assessments and other assessments, shall be due on the first day of the month following the month in which the assessment was approved by the Board, unless the Board otherwise directs.
- c. Any fines and charges levied shall be due and payable thirty days after they are issued and any bills or invoices sent by the Association shall reflect the assessment of the fine on the first day of the month following the date upon which the fine is levied.
- d. If payment is made and the check is returned for insufficient funds, a fee of \$25.00 will be assessed against the unit owner. If the Association receives two or more returned checks in payment of common area charges by any unit owner, the Association may require any future payments to be made by certified check or money order.

- e. The Association is not required to send monthly statements or reminders of assessments, fines, and charges. If the Association sends monthly statements or reminders, all assessments, fines, and charges are due as described herein regardless of whether the owner received the monthly statement or reminder. Failure to receive a monthly statement or reminder does not constitute good cause for the failure to pay all assessments, fines, and charges.

2. Collection of Delinquent Accounts:

- a. In the event that full payment of common expense, special or other assessment is not received by the tenth day of the month in which it is due, it shall be deemed delinquent. If payments are not received in this time frame, there shall be due and owing a late payment fee of \$25.00. If accounts remain delinquent after thirty days, there shall be due and owing an additional late payment fee of \$25.00. Late payment fees will continue for each month account remains delinquent, at the rate of \$50.00 per event.
- b. The Board will deal with every delinquency based on the facts and circumstances of each particular unit and/or delinquency.
- c. For special assessments and emergency assessments, the Board reserves the right to charge a different rate for late fees.
- d. The Association shall send a delinquency letter to any unit owner, whose account is sixty days past due, notifying the owner of the delinquency and assessment of any applicable late fees. The letter shall further advise that if payment is not made in full within fourteen days, the account shall be turned over to legal counsel. If an account is 90 days delinquent the voting rights of the unit owner will be suspended, and access to the Fox Hills facilities will be suspended at the discretion of the Board.
- e. Counsel's letter must advise the owner of the amount due, including late fees and counsel fees and the amount of acceleration through the remainder of the calendar year. If the account is not paid within fourteen days of counsel's letter to the delinquent owner, counsel is authorized, unless otherwise instructed by the Board, to file such liens or institute such proceedings as are permitted by the governing documents of the Association. Those proceedings may include but not be limited, to the following:
 - i. The acceleration of the entire amount due (Maintenance, Capital Reserve, and Water) for the remainder of the calendar year in which the collection efforts have begun, and thereafter for each calendar year in which a balance remains outstanding;
 - ii. The filing of a lien or other legal instrument which may prevent the sale of the unit;

- iii. Initiation of lawsuits to recover amounts owed;
- iv. Initiation of foreclosure actions and bidding on behalf of the Association at Sheriff Sales for the unit;
- v. Conducting such discovery, both pre-judgment and post-judgment, as may be appropriate and proceeding to trial on such cases as may be necessary.
- vi. The Association shall add to the delinquent owner's account all late fees and charges for counsel fees and costs.
- vii. In the event that a partial payment towards a delinquent account is made, the Association shall apply such monies to the oldest sub-account balances due, whether that balance represents maintenance, capital reserve, water, special assessments, late fees, fines, interest or counsel fees. The receipt of a partial payment shall not in any way be deemed to restrict the right of the Association to pursue its remedies in order to obtain a payment of an account in full.

3. Suspension of Privileges - If a lien is filed:

- a. Membership voting rights shall be suspended, subject to appeal to the Board, and,
- b. Membership access to Association facilities may be suspended, at the discretion of the Board.

Upon payment in full of delinquent balances, including fines, late fees and counsel fees, full membership privileges shall be automatically and immediately restored to the unit owner.

4. Waivers:

- a. The Association may grant a waiver of any provision herein upon petition in writing by a unit owner alleging a personal hardship. Such relief granted a unit owner shall be appropriately documented in the files, with the names of the Board members granting the relief, and the conditions of the relief. A minimum of 4 Board members must agree on any such relief in order to avoid any perception of favoritism, bias, or mistake.

5. Association Rights and Remedies:

Notwithstanding any of the above, the Association may exercise all rights and remedies available to it by law, in equity and/or pursuant to the Governing Documents.

- 6. Notices – Notices to one of two or more co-owners of a unit shall constitute notice to all co-owners.

XV SALES – TRANSFER - MOVING

1. Upon request by a prospective purchaser and/or his or her attorney, the Association shall provide a statement of outstanding assessments against a unit.
2. Each new unit owner shall be liable to the Association for the equivalent of two months assessments as a non-refundable capital contribution, as well as the equivalent of one month's assessment to be held by the Association as an escrow. All moneys remaining in a seller's escrow account shall be refunded at closing.
3. Moving in and out of units shall only be permitted between the hours of 8:00 A.M. and 6:00 P.M. on weekdays. Weekend moves will not be permitted unless a special request is made and staff is available. There will be an additional \$500 fee. Holiday moves will not be permitted. The Gatehouse must be notified 48 hours in advance. Moving Company must have insurance documents and a copy of same must be provided to Gatehouse prior to entry.
4. In order to protect the common areas and pad the elevators if necessary, notice of moving must be given to the Association at least 2 business days in advance by the owner(s)/resident(s) vacating and the new owner(s)/resident(s) moving in.

Each resident, whether moving in or moving out, must provide a move fee/deposit of \$500, payable with two separate checks (no cash). One check for \$150 (for administrative fees) and the \$350 balance as a security deposit for damages. Checks should be made payable to Fox Hills, and submitted to the Fox Hills Office located in the Clubhouse at One JFK Circle, prior to the move. The \$350 security deposit shall be returned only after it has been determined that no damage or violations have occurred.

5. The Association shall provide a copy of the most recent version of the **Fox Hills Welcome Packet** to each new unit owner.

In order to expedite and simplify the move process, the Association requires that all proximity passes, door & mailbox keys, as well as the guest badges (2 brown-optional) be delivered to the buyer or the buyer's designee at the closing. If you do not have these items, you will be responsible to reimburse the buyer for the purchasing cost. It is also required that you deliver the Master Deed, Public Offering Statement ("POS") and Amendments and Governing Documents to the buyer. If you do not have a complete set of these documents, you may purchase them from the Management Office at a cost of \$75.00. Also, it is the seller's responsibility to advise the purchaser which parking space(s) and storage cage(s) belong with this unit.

XVI AMENDMENTS

These Rules and Regulations are promulgated and adopted by the Board of Directors but may be amended by a majority vote of all unit owners pursuant to Association By-Laws, Article VI, Section 14:

Petitions for changes to existing rules and regulations and petitions for the promulgation of new rules and regulations shall be submitted to the Board with signatures of a minimum of ten percent (10%) of the Unit Owners. If the petition is not granted, it must be voted upon by the entire association. As a Rule and Regulation, it will require a majority of unit owner votes to pass.

Required format of Petition Forms – Every page of the petition form must contain:

1. The name(s) of petition author(s);
2. A statement of the petition topic and/or the change desired;
3. The printed name, legal signature, building, and unit number of each signer
 - Only one signature per unit is permitted. For example, although a husband and wife may be joint owners, for petition-signing purposes they are considered a single unit owner. One unit, one vote;
4. The signature of the petition author or his or her representative under the last signature on each page to attest that each signer on that petition page is the person whose name was affixed to the petition.

Proper Procedure for Obtaining Homeowner Signatures-Signatures to petitions must be independently desired by every signing homeowner.

1. Signatures may be obtained in building lobbies.
 - The author(s) of a petition or his or her representative may seek and must be granted permission from a representative of each building to sit in the lobby of such building.
 - The person granting authorization to enter the building only for the purpose of obtaining signatures or petition, must remain in lobby with petition or assign a representative in his/her place.
 - A notice must be put on the building bulletin board by either the author(s) or someone from the building advising the date and time when the representative will be in the lobby; the notice must be posted at least one week prior to the date signatures will be obtained;
 - If a homeowner cannot make the building appointment, he/she can call the office and make arrangements to go to the office and sign the petition in the office. In order to avoid disruption to the office staff, this should be limited to those who cannot make the building arrangement;
2. Signatures may also be obtained at the clubhouse or anywhere in the common areas of Fox Hills;
3. Signatures may not be obtained by door-to-door solicitation.
 - If a submitted petition page includes any signature obtained by door-to-door solicitation, that entire petition page will be invalidated;
4. Signatures may not be obtained by posting petitions on building bulletin boards.

- If a submitted petition page includes any signatures obtained by the posting of the petition on building bulletin boards, that entire petition page will be invalidated.
5. The author(s) of a petition must take all reasonable precautions to protect the identity of all petition signers prior to submission of the petition. To the extent practicable, the author(s) of a petition and their legal representatives must not disclose the names of the individuals who have signed the petition prior to submission of the petition.

Completed Petitions: The Petition Form to be used for petitions is attached and may be obtained from the office. Signed petitions and all related pages on a given topic are to be submitted all at once to the Board of Directors by the author. If the form is properly completed, the petition process shall proceed in a timely manner and in accordance with the Governing Documents of Fox Hills.

XVII ALTERNATIVE DISPUTE RESOLUTION COMMITTEE (ADRC)

1. Applicability:

The Alternative Dispute Resolution Committee ("ADRC" or "committee") is a useful method of resolving Community Association disputes and can be helpful in promoting harmony among neighbors. Disputes subject to ADRC would include those involving the common property, the Governing Documents or the Rules and Regulations of the Association.

A. The ADRC: The ADRC shall consist of 5 Association members who are not officers of the Association, members of the Board of Directors, or involved in the dispute. Committee members shall be appointed by the Board of Directors. Members shall serve for a 3 year term with successive terms to be granted at the discretion of the Board of Directors. Any members of the committee may be dismissed with or without cause by the Board of Directors without notice. At least 3 members are necessary to establish a quorum to review disputes under this section.

As an alternative to litigation, the ADRC shall provide a forum for resolution of housing-related disputes between individual unit owners and the Association, and between unit owners. Other than fines, housing-related disputes do not include disputes involving sums assessed to unit owners pursuant to the Association's Master Deed and By-Laws.

Housing-related disputes generally exclude disputes relating to the discretionary exercise of judgment by the Association's Board of Directors, except to the extent: (i) it affects or involves the use, maintenance, or repair of common property as such pertains to a particular unit owner; (ii) it relates to the imposition of fines upon or loss of privileges by unit owner; or (iii) it involves the alleged failure of the Board of Directors to follow the requirements of a statute, regulation, or governing document.

B. Handling and Contents of Complaint: Housing-related complaints must be filed in a timely manner in writing with the Association. The Association may also file a complaint directly with the ADRC. The Association must refer the complaint to the ADRC within ten (10) working days of the occurrence. The complaint must set forth the acts or omissions in the complaint with specific reference, if possible, to times, dates, places, and persons involved. To the extent possible, the complaint should specify the provision(s) of the Governing Documents alleged to have been violated.

C. Notice of Receipt to Parties. The committee shall set forth a non-binding arbitration date that is not more than thirty days from the receipt of the written complaint. At least 10 days prior to any non-binding arbitration, the committee shall serve a copy of the complaint which may be in the form of a letter ("Notice of Non-Binding Arbitration" or "Notice") upon the respondent by personal service or via regular mail, addressed to respondent at the respondent's last known address. Service by mail will be deemed effective if the regular mailing is not returned and was placed in the U.S. Mail at least 10 days before the hearing date. No fine may be imposed unless the respondent has been served as provided in this paragraph.

D. Contents of "Notice". The Notice of Non-Binding Arbitration must set forth the time, place, and date of the arbitration. The Notice shall contain a statement that the respondent: (i) may be present at the arbitration hearing; (ii) may, but need not be represented by counsel at his own discretion and expense; (iii) may present any relevant evidence; (iv) will be given full opportunity to cross-examine all witnesses identifying against the respondent; and (v) will be entitled to request the attendance of witnesses, and to request the production of books, documents, or other items from the Association or the Board of Directors.

E. Supplemental Notice. No later than ten (10) days prior to the hearing date, the ADRC may file or permit the filing of an Amended or Supplemental Complaint. All parties must be notified in the same manner as notified of the original complaint and, if necessary, of a new non-binding arbitration date.

F. Request for Witness List. At any time after service of the "Notice" and at least five (5) days prior to the date for non-binding arbitration, either party may request the Association or the Board of Directors to provide the names and addresses of witnesses to be called, as well as copies of any statements, writings, and investigative reports to be introduced at the hearing. It shall be the obligation of any individual to whom such information is provided, to utilize same for only legitimate purposes in the context of the non-binding arbitration. Failure to do so shall subject the unit owner to liability and/or penalties and costs.

2. Non-Binding Arbitration Hearing Process:

A. Arbitration Officer. The Chairperson of the ADRC or a designated ADRC representative shall serve as the non-binding arbitration officer. It is the duty

of the presiding officer to explain rules and procedures by which the hearing is to be conducted. Generally, any relevant evidence may be admitted and hearsay evidence may be used to supplement or explain other evidence, but will not be sufficient in and of itself to support a finding. All ADRC hearings shall be conducted in private session. The Association's attorney may, but need not, be present at the hearings.

Technical rules of evidence or procedures may be relaxed by the Arbitration Officer who, nevertheless, may reserve the right to exclude all irrelevant, immaterial, or repetitious evidence. Oral evidence may be taken only on oath or affirmation administered by the presiding officer. The officer also has the discretion to impose reasonable limits on the time allowed to testify and the number of witnesses.

B. Failure to Appear. In the event the respondent fails to appear at the selected non-binding arbitration hearing, the allegations in the complaint will be deemed admitted, the hearing will not be held and the right to participate in the dispute resolution process will be deemed waived.

C. Committee Conduct. Whenever the committee has commenced to hear a matter, and a member withdraws before a decision, the remaining members will continue to hear the case and the committee chairperson will name a replacement for the withdrawing member. The replacement will make his/her decision from the existing record.

Each member of the committee must be able to perform in a disinterested and objective manner in considering the case before it, or must disqualify him/herself and have it recorded in the minutes. Any member of the committee may be challenged by any other member, or by the complainant or respondent, for cause. The Board of Directors will decide the merits of the challenge and all decisions of the Board in this regard are final.

Where necessary, each committee member may seek and be bound by the advice of the Association's attorney regarding any substantive or procedural legal issue. Such issues should be referred to the attorney through the committee chairperson with timely notification to the President of the Board of Directors.

D. ADRC Determinations. Within thirty days after a non-binding arbitration hearing on any matter, the committee shall issue its written recommendation to the Board of Directors. A committee recommendation must have the support of a majority of those arbitrating the matter (a quorum being present). Written copies of the recommendation must also be delivered to the parties by personal service or regular mail.

E. Remedies. Notwithstanding anything to the contrary herein and/or recommendations of the committee, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Association's Governing Documents.

Unit owners must exhaust all remedies provided under Section XVII of the Association's Rules and Regulations before resorting to a court of law for relief. Further, the committee's findings, its recommendations, and/or any statement presented to the committee by the Association shall be inadmissible in any court of law for any purpose whatsoever, unless consented to in writing by the Association.

Each party shall bear his/her own costs for the non-binding arbitration.

XVIII VIOLATIONS

The Board of Directors shall have the power to enforce the By-Laws, Master Deed, and Rules and Regulations and have the right to levy fines for violations of these governing documents. A fine so levied shall be collected in the same manner as other assessments. The unit owner shall be liable for payment of the Association's attorneys' fees, plus interest and costs of suit.

Resolution #12-08 implements this system of fines based on violations of Association Governing Documents.

A. Those not separately described herein are "ordinary violations" for which the fines are as follows:

First offense:	\$ 75.00
Second offense:	\$150.00
Third offense:	\$300.00

B. Health, safety and security violations carry the following fines:

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

These fines include but not limited to animal excrement or urine in common areas not designated for pets, blocking common areas with furniture or personal property, leaving exit and garage doors open or clubhouse doors unlocked.

C. Vandalism, misuse or destruction of Association property carry the following fines:

First offense:	\$200.00
Second offense:	\$400.00
Third offense:	\$600.00

If clean up or repair is needed, the unit owner will be charged the full cost.

D. If the Signalink fire alarm that is installed in the bedrooms is disabled the owner will be fined \$500.

Fines not paid within 10 days of written notice will increase \$5.00 per day until the fine is paid. In addition, the unit owner's "member in good standing" status may be suspended until the earlier of-

1. Any time for appeal has passed or
2. Such fine(s) is (are) paid

If a fine is imposed 3 times for a substantially similar violation, access to anything other than the unit owner's building will be restricted. If the above type violation, the violation will be considered a second or third offense

1. At the discretion of the Board, the first violation may be considered a warning that, if another similar violation occurs, a second offense fine for the violation will be imposed; in such event, a letter so stating will be sent. In the alternative, the Board may elect to assess a first offense fine after considering factors including but not limited to the length of time the violator has owned the unit or resided at Fox Hills, whether the violation was committed by the unit owner, and if not, the extent of control the unit owner had or should have had over the violator's conduct, the severity of the violation and other appropriate factors.
2. In the event failure to pay an assessed fine results in the necessity of legal action, the unit owner shall be responsible for payment of the reasonable attorney's fees of the Association plus interest and cost of suits.
3. The remedies herein are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Master Deed or By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.
4. Nothing herein shall be construed to limit or otherwise restrict the power of (1) the Board of Directors to assess, reduce or waive fines, or (2) the Alternative Dispute Resolution Committee to recommend fines commensurate with the violation(s) under examination.

FOX HILLS AT ROCKAWAY CONDOMINIUM ASSOCIATION, INC.
PETITION FORM

Printed Name of Petition Author: _____

Petition Topic/Desired Change*:

*If this topic would require a change to the Association's By-Laws, signers are not voting on the topic, but just indicating their desire for a Special Meeting to discuss the topic.

#	<u>Printed Name</u>	<u>Legal Signature—Only 1 per Unit</u>	<u>Unit #</u>	<u>Building</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

I attest that each signer on this Petition Form is the person whose name was affixed to this Form.

Printed Name

Legal Signature

Date