

SUBURBIAN VILLAGE CONDOMINIUM ASSOCIATION

Proposed Changes to SVCA By-Laws, Article XVIII - Covenants

September 12, 2020

Covenants are the set of rules that the members of the Association agree to live by. At the request of the SVCA Board, the Covenants Committee has reviewed the By-Laws and provided a proposed list of changes to the Covenants within the SVCA By-Laws.

It is the responsibility of the Board to propose changes in the By-Laws to the membership. But we also want to give the Association our rationale as to why each change is proposed. Any change from the Committee's original proposals should not be seen in a negative light. Instead, let the rationale of our thoughts on each matter provide guidance as to why the change was made.

Changes to Covenants can only be enacted by a vote of Association Members. Membership voting requires sufficient notice prior to the vote. This document is being sent to members of the association for their review and serves as notice to members of the Board's intent to change some provisions of the SVCA By-Laws, Article XVIII – Covenants. Changes proposed by the Board will be voted on by the membership during the December 2020 Board Meeting.

GUIDELINES FOR THE BOARD'S DECISION-MAKING REGARDING COVENANT CHANGES

Covenants have two core purposes: they provide some degree of uniformity and they promote safety. In a multi-unit residential community, effective boards must try to strike a balance between the soft tyranny of harsh mandates and the permissiveness of complete chaos. Obviously, most boards prefer a middle ground. Boards that stray from the middle ground are often perceived as either 'too lax' (or possibly negligent), or 'too restrictive' (and in extreme cases, 'abusive'). Balance is everything.

Uniformity promotes 'curb appeal' and supports the intrinsic value of the property. Safety provides some assurance that the actions of your neighbors will not threaten the health and well-being of you and your family. Community-based residences obviously require some degree of both. The question is, how much? Because, at the same time, most unit owners want to have some measure of freedom in the place they have chosen to live. The question again is, how much?

At SVCA, we are too small for the Board to ignore the feelings of our neighbors. Consequently, our mandate has always been to provide members "discretion, within the bounds of propriety" rather than trying to mandate strict adherence to a multitude of rules that mostly involve matters of personal taste and preference anyway.

The SVCA Board avoids restricting basic freedoms generally associated with home ownership. Even about some aspects of common areas, within the boundaries of good taste and propriety, we prefer to allow unit owners some freedom to live and enjoy their homes, both inside and out. This is what the Covenants are meant to do... define what is required, provide guidelines where there are options, and restrict what is necessary. When unit owners fail to understand that their freedoms in a condominium community are not absolute, the Board tends to deal with that on a case-by-case basis.

Finally, as volunteers, the Board is not a policing entity nor does it have unlimited assets with which to administer certain rules, no matter how worthy. Some proposed changes, despite their perceived or actual value, simply cannot be enacted due to these limitations.

PROPOSED CHANGES AND BOARD RESPONSE

GARAGE DOORS

Current provision:

“The Association requires vinyl garage doors should they need replacement. They must provide a unified exterior appearance.”

Change recommended by Covenants Committee:

Addition of the sentence, “**Association is responsible for the painting of garage doors as needed.**”

Change adopted by Board and proposed to Members:

“**Association is responsible for the painting of garage doors as needed.**” This addition makes it clear that the Unit Owner is not responsible for painting garage doors. This change should apply to the ‘front doors’ provision as well.

NATURAL GAS LINES FOR GRILLS

Current provision:

“Gas lines may be installed by a licensed plumber at a minimum of five feet from the rear of the building. Gas lines installed prior to the effective date of this covenant are ‘grandfathered’ and do not have to be changed. This includes units A1 and D4.”

Change recommended by Covenants Committee:

1. **Change the word ‘may’ to ‘must’** re who can physically install gas lines.
2. **Certification of insurance and plumbers license must be provided to the Association before work is started.** A permit is required by the town.

Change adopted by Board and proposed to Members:

1. **Change the word ‘may’ to ‘must’.**
2. The ‘certification and licensing check’ and ‘permitting’ requirement places too much onus on the Board to police the activity of Unit Owners. The Board does not have the capacity to perform such administrative/policing functions and would not normally know of the unit owner’s intentions re the installation of a gas line. Naturally, these items SHOULD be obtained, but if they are NOT obtained, then the offending unit owner opens themselves up to legal sanctions both civil and possibly criminal should there be a problem with the gas line. Obtaining permits is the responsibility of either the unit owner or the plumber and is not within the purview of the Board to monitor. The majority of licensed plumbers will ensure compliance with local laws.

HOLIDAY DECORATIONS

Current provision:

“Temporary decorations may be placed on the front of units as long as no fixture is permanently attached to the building. No holiday decorations are permitted on the eaves of the buildings or on the exterior of windows on the 2nd level of the building. Unit owners should adhere to the enclosed ‘Guidelines for Non-Destructive, Temporary Attachment of Holiday Decorations.’ All decorations must be removed in a timely manner; no later than January 31 of the New Year.”

Change recommended by Covenants Committee:

Addition of the sentence, “**No inflatable decorations allowed**”

Change adopted by Board and proposed to Members:

“No inflatable decorations in excess of 4’ are allowed.” Inflatable decorations are a matter of taste. Ostentatious, large displays must be avoided by unit owners, if for no other reason than to avoid annoying the neighbors. But small decorations should be allowed because the Board has no desire to act as the ‘good taste police’ unless someone obviously has no clue whether a decoration is ostentatious. These situations should be handled on a case-by-case basis instead of placing severe restrictions on other people’s freedoms.

FLAGPOLE

Current provision:

“All flags must be displayed on flagpoles. Flagpole mounts may be attached to the garage framing and front deck railings. Only one flag per unit is permitted. Any flag poles mounted prior to the effective date of these covenants in locations other than described above are ‘grandfathered’ for the purposes of these covenants as long as they adhere to the guidelines of U.S Code, Title 36, Chapter 10.”

Change recommended by Covenants Committee:

In effect, the only change the Committee recommends is the inclusion of the phrase **“(not covering up lights or numbers)”**

Change adopted by Board and proposed to Members:

No change to existing provision. Generally, covering up lights or numbers is a function of flag size, proximity, and wind. The Board has no capacity to monitor whether a flag occasionally covers up lights or numbers because the wind has blown it there. Nor do we find it useful to spend time writing a ‘cease and desist’ letter because someone’s flag has caught up in a light fixture. Displaying house numbers is in the best interest of the unit owner in case emergency services need to find their home, so they should take it upon themselves to ensure that their house number is available.

CHARCOAL GRILLS, FIRE PITS, OPEN FLAME

Current provision:

“This covenant is required by NJ law to comply with the following New Jersey Codes: N.J.A.C. 5:70-3.2 Section 308.1.4

LP-gas barbecue grills and outdoor fireplaces are prohibited in all the following locations:

1. On any porch, balcony, or any other portion of a building;
2. Within any room or space of a building;
3. Within 5 feet of any combustible exterior wall;
4. Within 5 feet, vertically or horizontally, of an opening in any wall, and
5. Under any building overhang.

Exception: Detached, owner-occupied one- and two-family dwellings.

Charcoal grills, other open-flame cooking, heating, or lighting devices shall not be used or stored in the following locations:

1. On combustible balconies or decks;
2. Within 5 feet of combustible construction.

Exception: Detached one- and two-family dwellings and where buildings, balconies and decks are protected by an automatic sprinkler system.

In the case of a natural gas grill, if it was installed and maintained under a valid construction permit, it is permitted to remain in place. In these instances, it is expected that there would be no ash or burning briquettes falling to the combustible deck, that there would be a very limited flame height from the burners, that the sub-code officials should have ensured that it had enough clearance to combustible construction during inspection and that it presented an extremely limited hazard.

Electric grills would also be permitted for most of the same justifications are outlined above, except a construction permit would not be required unless it was wired directly into an electrical receptacle.”

Change recommended by Covenants Committee:

In effect, the only change the Committee recommends is the inclusion of the phrase, **“(but not on the grass)”** in reference to the placement of propane gas grills, since the recommendation includes the admonishment, “Landscapers must have total access to the lawn for maintenance purposes.”

Change adopted by Board and proposed to Members:

Inclusion of the phrase, “but not on the grass, unless doing so would place the grill directly under trees or other combustible materials.” We must be reasonable in the placement of combustion sources because each of us has different issues. For some, moving the grill off the grass would place it directly under trees that are of close enough proximity as to be set on fire by heat.

DRYERS

Current provision:

None

Change recommended by Covenants Committee:

“All units must show proof of air duct/dryer duct cleaning every two years. Association will have the ducts cleaned initially and then going forward it is the unit owner’s responsibility. Proof will be given to the Board of Directors. This is for the safety of all unit owners.

Change adopted by Board and proposed to Members:

No change to Covenants.

The Board will remind unit owners annually that air ducts/dryer ducts should be cleaned. Board will also indicate that if a fire or other damage to buildings or contents is caused by failure to do so, the association and affected unit owners will have a cause of action to seek restitution from the offending unit owner(s) due to their neglect.

1. The Board does not have the capacity to administer such a program. It is sometimes hard enough to enforce on-time payment of mandatory maintenance dues, which is a critical function that IS directly in the Board's bailiwick. Trying to police whether or not someone has cleaned their ducts would be complex and time consuming.
2. Having the Association pay for it the first time sets a precedent about the willingness of the Association to be responsible for things that occur INSIDE of units. For insurance purposes, we need to maintain the separation of responsibility between association and unit owners.

GRASSY AREA

Current provision:

The Master Deed and By-Laws establish the fact that unit owners do not have any type of easement on common elements. There is no right to store personal items on or obstruct access to common areas.

Change recommended by Covenants Committee:

"Nothing can be placed on grassy areas or common areas; only on the unit owner's deck."

Change adopted by Board and proposed to Members:

None. The Master Deed and By-Laws already cover this. If a unit owner is 'comprehension-challenged' enough to violate these restrictions, these situations should be dealt with on a case-by-case basis.

DECK STAINING AND REPAIRS

Current provision:

None

Change recommended by Covenants Committee:

"The responsibility of the Board is to assure that all rear decks are properly maintained for uniformity and stained periodically the same color. Please advise the Board of any maintenance issue that you may have with your decks."

Change adopted by Board and proposed to Members:

None. This is already the case, so seems more like a statement of fact than a rule.

SOLAR LIGHTS

Current provision:

None

Change recommended by Covenants Committee:

Limiting the number and placement of lights per unit owner.

Change adopted by Board and proposed to Members:

None. See, Guidelines for Board Decision-Making Regarding Proposed Changes for the rationale of this decision.

FEEDING WILD ANIMALS

Current provision:

None

Change recommended by Covenants Committee:

The feeding of wild animals on common grounds is prohibited.

Change adopted by Board and proposed to Members:

The feeding of wild animals on common grounds is prohibited. Bird feeding via purpose-built, off-ground bird feeders is excepted.

USE OF RECREATIONAL VEHICLES ON COMMON PROPERTY

Current provision:

None

Change recommended by Covenants Committee:

The use of gas-powered recreational vehicles on common grounds is prohibited.

Change adopted by Board and proposed to Members:

None.

The driving of non-licensed vehicles on public roadways is already prohibited by state law. The board cannot enforce state laws, this is a police matter. If unit owners are violating the law, especially if children are involved, please call the police. IT is accurate to say in such situations that the Association's only interest is safety and the potential for liability of unit owners should an accident occur.

USE OF POOLS ON DECKS

Current provision:

None

Change recommended by Covenants Committee:

The use of pools on decks is prohibited.

Change adopted by Board and proposed to Members:

"The use of pools on decks is prohibited if the sides of the pool exceed 12" and the length, width or diameter exceeds 6 feet."

Unit owners do not own the decks, they have a non-exclusive right of easement which allows them to use the deck. The issue with pools on decks is the weight of the water, which can cause damage to the structural integrity of the deck, thereby damaging SVCA property.

CRUSHING CARDBOARD and RECYCLING

Current provision:

None

Change recommended by Covenants Committee:

- 1. Unit owners are required to crush cardboard before placing it in the containers.**
- 2. No plastic bags are allowed in the recycling bin.**

Change adopted by Board and proposed to Members:

None.

This is something we need to remind people about regularly, but the Board does not have the capacity to police whether unit owners are complying or more importantly, who is not complying. Without direct evidence (camera) all becomes hearsay which makes it

difficult to enforce. There are better ways to accomplish these goals than via a covenant change.

USE OF GENERATORS

Current provision:

None

Change recommended by Covenants Committee:

During power outages, unit owners may use gas powered generators under the following conditions:

- 1. The generator must be located no less than 20 ft from any combustible building.**
- 2. Generator MUST NOT be used between 10P and 7A.**

Change adopted by Board and proposed to Members:

“During power outages, unit owners may use gas powered generators under the following conditions:

- 3. The generator must be located no less than 20 ft from any combustible building.**
- 4. Generator MUST NOT be used between 10P and 7A.”**

The distance requirement is a state law. The noise element is also subject to legal ramifications (local public annoyance and excessive loudness ordinances). A modern refrigerator is designed to keep food from spoiling without operating for about 12 hours. Restrictions on the night-time usage will not cause food spoilage and will allow neighbors to sleep uninhibited by the noise and odor of a generator, and the hazardous conditions brought about by running carbon-monoxide-producing engines near open windows and air conditioning intakes.