

Suburban Village Condominium Association

# By-Laws of the Suburban Village Condominium Association

Last Amendment: March 15, 2019

The March 15, 2019 amendment to Article XVIII (Covenants) #15, was required to ensure SVCA By-Laws comply with New Jersey Fire Safety Act, N.J.A.C. 5:70-3.2 Section 308.1.4

8/7/2011

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## **BY-LAWS OF SUBURBIAN VILLAGE CONDOMINIUM ASSOCIATION**

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### **ARTICLE I: NATURE OF BY-LAWS**

#### **SECTION 1: Purpose**

These by-laws are intended to govern the administration of Suburbian Village Condominium Association, Inc. a non-profit corporation organized under Title 15A of the New Jersey Statutes Annotated, and provide for the management, administration, utilization and maintenance of the Common Elements described in the Master Deed for Suburbian Village, a Condominium.

#### **SECTION 2: Definitions**

Unless the context clearly indicates otherwise, all definitions set forth in the aforesaid Master Deed or in N.J.S.A. 46:8B-3 are incorporated herein by reference.

#### **SECTION 3: Fiscal Year**

The fiscal year of the corporation shall be determined by the Board of Directors.

#### **SECTION 4: Principal Address**

The principal address of the association is C-5 Suburbian Village, Wanaque, New Jersey 07465.

### **ARTICLE II : MEMBERSHIP AND VOTING RIGHTS**

#### **SECTION 1: Members**

Every person, firm, association, corporation or other legal entity who is a record Owner or Co-Owner of the fee simple title to any Unit shall be a Member of the Association; provided, however, that any person, firm, association, corporation, or legal entity who holds such title or interest merely as a security for the performance of any obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Association.

#### **SECTION 2: Associate Members**

Every person who is entitled to possession and occupancy of a Unit as a tenant or lessee of a Unit Owners may be an Associate Member of the Association but shall not be entitled to any vote with respect to Association matters.

#### **SECTION 3: Change of Membership**

Change of membership shall be accomplished by recording in the Passaic County Register's Office a deed or other instrument establishing a record title to a Unit, and delivery to the Secretary of the Association of a certified copy of such instrument. The membership of the prior Unit Owner shall be thereby terminated.

#### **SECTION 4: Rights of Membership**

Every person who is entitled to membership in the Association, pursuant to the provisions of the Articles of Incorporation and these by-laws, shall be privileged to use and enjoy the General Common Elements, subject however to the right of the Association to:

- (a) Promulgate rules and regulations governing such use and enjoyment;
- (b) Suspend the use and enjoyment of the General Common Elements as provided in Section 5 of this article II; and
- (c) Dedicate or transfer all or part of the General Common Elements, other than any Building in which any Units are contained, as provided in Section 1(a) of Article V hereof.

#### **SECTION 5: Suspension of Rights**

The membership and voting rights of any Member may be suspended by the Board for any period during which any assessment against the Unit to which his/her membership is appurtenant remains unpaid; but upon payment of such assessments, and any interest accrued thereon, whether by check or cash, his/her rights and privileges shall be immediately and automatically restored. Further, if rules and regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in the by-laws, the rights and privileges of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such times as the violation is abated. No such action shall be taken by the Board until the Unit Owner is afforded an opportunity for a hearing consistent with the principle of due process of law.

#### **SECTION 6: Membership Fees**

The Board may impose upon each Unit Owner, upon acquisition of title to his Unit, a non-refundable fee for membership in the Association in an amount to be determined by the Board, but not to exceed \$1000.00, which fee may be used for working capital of any other lawful purpose. If imposed, payment of such fee shall be a condition precedent to membership in the Association. Any unpaid membership fee shall be deemed a lien on the Unit in the same manner as any unpaid Common Expenses attributable to such Unit. Currently, the membership fee is \$500.00

#### **SECTION 7: Votes**

Each Unit Owner shall be entitled to such vote(s) for each Unit to which he/she holds title as is provided in paragraph 6 of the Master Deed. When more than one person holds title, the vote(s) for each Unit shall be exercised as the Co-Owners among themselves determine. When one of more Co-Owners signs a proxy or purports to vote for his or her Co-Owners, such vote(s) shall be counted unless one of more of the other Co-Owners is present and objects to such vote(s); or, if not present, submits a proxy of objects in a writing delivered to the Secretary of the Association before the vote(s) are counted. If Co-Owners disagree as to the vote(s), the vote (s) shall be split equally among the Co-Owners.

#### **SECTION 8: Proxies**

Proxy ballots shall be permitted with respect to all elections of Directors and all amendments to the Articles of Incorporation, the Master Deed or these by-laws, or any other matter which is to come before a meeting of the membership of the Association. All proxies shall be in writing, signed by all individual Unit Owners (or in the case of joint Owners by any one of them), or by his/her or their duly authorized representative(s) and delivered to the Secretary of the Association, or such other person as the President may designate, at least 24 hours prior to the commencement of the meeting at which ballots are to be

cast. Proxies may be revoked at any time prior to the opening of the polls, and no proxy shall be voted on after eleven (11) months from its date unless said proxy provides for a longer period, not to exceed three (3) years from the date of execution. All proxies shall be substantially in the form prescribed by the Board, and if not in such form, shall be deemed invalid which determination shall be made in the sole and absolute discretion of the Board.

## **ARTICLE III: MEETINGS OF UNIT OWNERS**

### **SECTION 1: Place of Meetings**

All meetings of the Unit Owners of the Association shall be held at the Condominium or at such other place convenient to the Members as may be designated by the Board.

### **SECTION 2: Regular Annual Meetings**

All annual meetings of the Unit Owners of the Association shall be held during the month of June each year, except that the first such annual meeting shall be held not more than sixty (60) days after 5 Unit Owners other than the Sponsor take title. At the first annual meeting and each subsequent annual meeting the election of Directors shall take place. If the election of Directors shall not be held at the annual meeting or any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting the Unit Owners may elect the Directors and transact other business with the same force and effect as at an annual meeting duly called and held. All proxies validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting and new proxies may be received for any such subsequent meeting.

### **SECTION 3: Special Meetings**

After the first annual or special meeting, special meetings of Unit Owners may be called by the President whenever he deems such a meeting advisable, or shall be called by the Secretary when so ordered by the Board, or upon the written request of members representing not less than twenty-five (25%) percent of all the votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Unit Owners representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Unit Owners held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board.

### **SECTION 4: Notice of Meeting**

Except as otherwise provided by law, notice of each meeting of Unit Owners, whether annual or special, shall be given not less than ten (10) days, nor more than ninety (90) days before the day on which the meeting is to be held, to each Unit Owner at his last known address, by delivering a written or printed notice thereof to said Unit Owner, or by mailing such notice, postage prepaid. Every such notice shall state the time and place of the meeting and shall state briefly the purpose(s) thereof. Notice of any adjourned meeting of the Unit Owners shall not be required to be given except when expressly required by law. Except where otherwise expressly required by law, no publication of any notice of a meeting of Unit Owners shall be required.



### **SECTION 5: Quorum and Adjourned Meetings**

At such meeting of the Unit Owners, persons holding twenty-five (25%) percent of the authorized votes present in person or by proxy, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the persons holding votes present in person or by proxy and entitled to vote, by majority vote, may, by majority vote, adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting originally called.

### **SECTION 6: Organization**

At each meeting of the Association, the President, or, in his absence, the Vice President, or in the absence of both of them, a person chosen by a majority vote of the Unit Owners present in person or represented by proxy and entitled to vote thereat, shall act as a chairperson, and the Secretary, or in his absence, a person whom the chairperson shall appoint, shall act as Secretary of the meeting.

### **SECTION 7: Voting**

Except as otherwise required by the Articles of Incorporation, the Master Deed or any law, a quorum being present, a majority of votes present, in person or by proxy, shall be sufficient on those matters which are to be voted on by the Unit Owners. The election of Directors shall be by ballot. Unless determined by a majority of the votes of the Unit Owners present at such meeting, in person or by proxy, or determined by the chairperson of the meeting to be advisable, the vote on any other question need not be by ballot.

### **SECTION 8: Member in Good Standing**

A Member shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, he/she shall have fully paid all installments due for dues and assessments made or levied against him and his Unit by the Directors hereinafter provided, together with all interests, costs, attorneys fees, penalties and other expenses, if any properly chargeable to him and to his Unit, at least three (3) days prior to the date fixed for such meeting.

### **SECTION 9: Eligibility**

The board will determine the eligibility of unit owner vote.

### **SECTION 10: Order of Business**

The order of business at the annual meeting of the Unit Owners or any special meetings insofar as practicable shall be:

- (a) Calling of the roll and certifying the proxies.
- (b) Proof of notice of meeting and waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Election of Directors, if appropriate.
- (e) Receiving reports of officers.
- (f) Receiving reports of committees.
- (g) Old business.
- (h) New business.
- (i) Adjournment.

## **ARTICLE IV: BOARD OF DIRECTORS**

### **SECTION 1: Express and Implied Powers and Duties**

The property, affairs and business of the Association shall be managed by the Board of Directors, which shall have all those powers granted to it by the Articles of Incorporation, the Master Deed, these by-laws, and by law.

### **SECTION 2: Number and Qualifications**

The Board of Directors will consist of a minimum of three (3) OR five (5) Directors. New Directors will be elected at the annual June meeting. If there is a three (3) person Board, the titles shall be President, Vice President/Secretary, and a Treasurer.

### **SECTION 3: Election and Term of Office**

The Board of Directors will consist of a minimum of three (3) OR five (5) Directors. New Directors will be elected at the annual June meeting. The Directors shall hold office until their respective successors have been duly elected and qualified, or until removed in the matter elsewhere provided. If any meeting for election of Directors to the Board more than twice the number of candidates to be elected at such meeting are nominated, then and in such event there shall be two ballots for membership on the Board. At the end of the first ballot, the field of nominees shall be reduced so that there are twice as many candidates as there are positions to be filled, with the persons receiving the fewest votes being eliminated from the ensuing ballot. A second ballot shall be held, and on the second ballot, the persons receiving the most votes will be deemed to be elected in order to the vacant positions. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot, with the persons receiving the most votes being elected in order to fill the vacancies on the Board. Candidates polling the highest votes will be considered elected for the longest period of years. After the first annual meeting of the Unit Owners, succeeding annual meetings shall be held during the same month of each succeeding year. Election of Directors at successive annual meetings shall be in accordance with this SECTION 3:

### **SECTION 4: Removal of Members of the Board**

At any duly held regular or special meeting of the Unit Owners, any one or more Directors may be removed with JUST cause by a majority of the Unit Owner votes present or proxy, and a successor may then and there be appointed by a majority of the remaining Directors to fill the vacancy thus created. In the event that all of the Directors are removed, successors shall be elected by the Unit Owners in the manner set forth in Article IV, Section 3 herein to fill the vacancies thus created. Each person so elected shall be a Director for the remainder of the term of the Director whose term he is filling and until his successor is duly elected and qualified. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

### **SECTION 5: Vacancies**

Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Unit Owners of the Association shall be filled by a vote of a majority of the remaining Directors, at a special meeting of the board held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a Director for an entire three-year term. When a member of the Board of Directors who has been elected by unit owners is removed or resigns that vacancy shall be filled by a unit owner.

## **SECTION 6: Meeting of the Board, Notices Waiver of Notice**

Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board, but at least two meetings shall be held each year. Notice of regular meetings of the Board shall be given to each Director by telephone, mail or telegram at least three (3) days prior to the day of the meeting. Special meetings of the Board may be called by the President on three (3) days' notice to each Director given by telephone, mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President of the Association in like manner and on like notice on the written request of a majority of Directors. Any Director may, at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, notice shall be required and any business may be transacted at such meeting. In the sole discretion of the Board, meetings of the Board or portions thereof may be open to Members of the Association for observation or participation in such manner and to the extent the Board may deem appropriate.

## **SECTION 7: Quorum and Adjourned Meetings**

At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the Directors present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice. The vote of a majority of those present at a Board meeting at which a quorum is present shall be necessary for valid action by the Board on any matter.

## **SECTION 8: Joinder in Meetings by Approval of Minutes**

The transaction of any business at any meeting of the Board however called and noticed or wherever held, shall be valid as though a meeting duly held after regular call and notice, if a quorum is present; and if either before or after the meeting, each Director signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waivers, consents or approval, shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

## **SECTION 9: Non-Waiver**

All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

## **SECTION 10: Consent in Lieu of Meeting and Vote**

Despite anything to the contrary in these by-laws, the Articles of Incorporation or the Master Deed, the entire Board of Directors shall have the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote if the entire Board, or all the Directors empowered to act, whichever the case may be, shall consent in writing to such action.

## **ARTICLE V: POWERS AND DUTIES OF BOARD OF DIRECTORS**

### **SECTION 1: General Powers and Privileges**

The Board shall have these powers, which include but which are not necessarily limited to the following, together with such other powers as may be provided herein or in the Master Deed, or by-laws, or which may be necessarily implied.

- (a) To employ any person, firm or corporation to repair, maintain or renovate the Common Elements of the Condominium; lay pipes or culverts; to bury utilities; to put on lights or poles; to erect signs and traffic and safety controls of various sorts on said Property; and
- (b) Employ professional counsel and to obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants; and
- (c) To employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television; and
- (d) To adopt, amend and publish rules and regulations covering the details of the operation and use of the Common Elements including but not limited to pet controls; and
- (e) Secure full performance by Unit Owners or occupants of all items of maintenance for which they are responsible; and
- (f) Set minimum standards for floor coverings installed by all Unit Owners in Buildings; and
- (g) Coordinate the plans of Unit Owners and occupants of Units for moving their personal effects or property into the Unit or out of it, with an eye towards scheduling such movements so that there shall be a minimum of inconvenience to others and
- (h) Establish and enforce rules and regulations for parking by, and the assignment of parking spaces to, Unit Owners, subject to the provisions of the Master Deed, Articles of Incorporation and by-laws; and
- (i) Arrange for security protection as necessary; and
- (j) Enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, these by-laws, or the Rules and Regulations; and
- (k) Borrow and repay moneys giving notes, mortgages or other security upon such term or terms as it deems necessary; and
- (l) Invest and reinvest moneys, sue and be sued; collect interest, dividends, and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto; and
- (m) Purchase or lease or otherwise acquire in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners within the Condominium, Units offered for sale or lease or surrendered by their Owners to the Board; and
- (n) Purchase Units within the Condominium at foreclosure or other judicial sales in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners; and
- (o) Sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise deal with Units acquired by the Association, and sublease any such units leased by the Association or its designees, on behalf of all Unit Owners; and
- (p) Bring and defend actions by or against more than one Unit Owner which are pertinent to the operation of the Condominium, the health, safety or general welfare of the Unit Owners, or any other legal action to which the Unit Owners may consent in accordance with these By-Laws; and

- (q) Appoint an Insurance Trustee, who shall not be a Member of the Association, or the manager, who shall discharge his duties in accordance with these By-Laws. In the Absence of such an appointment, the Board shall be responsible for the disposition of all insurance proceeds; and
- (r) In its sole discretion, designate from time to time certain Common Elements as "Reserved Common Elements" and impose such restriction and conditions on the use thereof as the Board deems appropriate; and
- (s) Create, appoint members to and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Board in the discharge of its duties, functions and powers.

## SECTION 2: Duties and Responsibilities

It shall be the affirmative and perpetual obligation and duty of the Board to perform the following:

- (a) Cause the General and Limited Common Elements to be maintained according to accepted standards and as set forth in the Master Deed, including, but not limited to such maintenance, painting, replacement and repair work as may be necessary, lawn maintenance and clearing of snow from roadways and walkways as the Board may deem appropriate. All repairs and replacements shall be substantially similar to the original application and installation and shall be of first-class quality; and
- (b) To investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to properly maintain and operate the Common Elements. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association; and
- (c) Cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the members at the annual meeting or at any special meeting when requested in writing at least ten (10) days in advance by Members entitled to cast at least twenty-five (25%) percent of the total votes of the Association; and
- (d) Allocate common surplus or make repairs, additions, improvements to, or restoration of the Common Elements in accordance with the provisions of these by-laws and the Master Deed after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and
- (e) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Association placed thereof by any federal, state, county or municipal authority having jurisdiction thereover, and order of the Board of Fire Underwriters or other similar bodies; and
- (f) Place and keep in force all insurance coverages required to be maintained by the Association, applicable to its property and Members including, but not limited to:
  - (1) *Physical Damage Insurance.* Broad form insurance against loss by fire and against loss by lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, insuring all improvements existing on the Property, together with all service machinery appurtenant thereof, and covering the interest of the Association, the Board and all Unit Owners and Institutional Lenders as their respective interests may appear, in an amount equal to the full replacement value of such improvements (exclusive of foundations and footings), without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each Institutional Lender, which shall provide that the loss, if any, thereunder, shall be payable to each Institutional Lender as its interest may appear, subject to the loss payment provisions set forth in paragraph 16 of the Master Deed. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain a qualified appraisal of the full replacement value of the Units and Common Elements and the improvements located thereon, without deduction for depreciation, for the purposes of determining the amount of fire insurance

to be effected pursuant to this subparagraph. The amount of any deductible shall be determined by the Board, in its sole discretion.

(2) *Public Liability Insurance.* To the extent obtainable, public liability insurance for personal injury and death from accident occurring within the Common Elements, (and any other areas which the Board may deem advisable) and the defense of any actions brought by injury or death of a person or damage to property, occurring within such Common Elements, and not arising by reason of any act or negligence of any individual Unit Owner. Said insurance shall be in such limits as the Board may, from time to time, determine, covering each Member of the Board, the managing agent, the manager, and each Member, and shall also cover cross liability claims of one insured against another. Until the first meeting of the Board following the first annual meeting, such public liability insurance shall be in a single limit \$1,000,000.00 covering all claims for personal injury or property damage arising out of any one occurrence. The Board shall review such limits once a year.

(3) *Directors and Officers Liability Insurance.* Liability insurance indemnifying the Directors and Officers of the Association against the liability for errors and omissions occurring in connection with the performance of their duties, in an amount of at least \$1,000,000.00 with any deductible amount to be in the sole discretion of the Board.

(4) *Workers Compensation Insurance.* Workers compensation and New Jersey disability benefits insurance as required by law.

(5) *Water Damage.* Water damage legal liability insurance. (6) *Other Insurance.* Such other insurance as the Board may determine.

All policies shall:

(1) provide that adjustment of loss shall be made by the Board of Directors with the approval of the Insurance Trustee, if any, and that the net proceeds thereof, if \$25,000.00 or less shall be payable to the Board, and if more than \$25,000.00 shall be payable to the Insurance Trustee, if any

(2) require that the proceeds of physical damage insurance be applied to the restoration of such Common Elements and structural portions and service machinery as is required by the Master Deed and these by-laws;

(3) to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured; and

(4) provide that such policies may not be canceled without at least thirty (30) days prior written notice to all of the named insured, including all Unit Owners and Institutional Lenders. Any insurance maintained by the Board may provide for such deductible amount as the board may determine. Unit Owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation and, further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. The premiums for all insurance and fidelity bonds carried by the Association shall be a Common Expense and shall be borne by the Unit Owners in direct proportion to their respective percentage of interests.

(g) Manage the fiscal affairs of the Association as hereinafter provided in Article VI.

(h) Establish a Covenants Committee as hereinafter provided in Article IX.

### **SECTION 3: Powers and Duties Subject to Unit Owner Approval**

- (a) Employ, by contract, or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and follow out the responsibilities of the Board. Said manager or said independent contractor shall be compensated upon such terms as the Board deems necessary and proper; and
- (b) To employ all managerial personnel necessary, or enter into a managerial contract for the efficient discharge of the duties of the Board hereunder; and
- (c) Grant and obtain easements, licenses and other property rights with respect to contiguous lands.

## **ARTICLE VI: FISCAL MANAGEMENT**

### **SECTION 1: Common Receipts**

The Board shall have the duty to collect from each Unit Owner, his, her, or their heirs, administrators, successors and assigns, as "Common Receipts", the proportionate part of the Common Expenses assessed against such Unit Owner as provided in the Master Deed, the Articles of Incorporation, these by-laws, and in accordance with applicable law.

### **SECTION 2: Determination of Common Expenses**

The amount of moneys for Common Expenses deemed necessary by the Board and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

### **SECTION 3: Disbursements**

The Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Master Deed, the Articles of Incorporation, and applicable law.

### **SECTION 4: Depositories**

The depository of the Association shall be such a bank or banks as shall be designated from time to time by the Board and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by two members of the Board, provided that a management agreement may also include among its provisions authority for the manager to sign checks on behalf of the Association for payment of the obligations of the Association, if the proper fidelity bond is furnished to the Association.

### **SECTION 5: Accounts**

The receipts and expenditures of the Association shall be common charges and Common Expenses respectively, and shall be credited and charged to accounts under the following classifications as the Board shall deem appropriate, all of which expenditures shall be Common Expenses:

- (a) Current expenses, which shall include expenditures within the year for which the budget is made, including reasonable allowances for contingencies and working funds. Current expenses shall not include expenditures chargeable to reserves. At the end of each year, the unexpended amount remaining in this account shall be applied to reduce the assessments for current expenses for the succeeding year or may be distributed to the membership as the Board shall determine.



- (b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
- (c) Reserve for replacement, which shall include funds for repair or replacement of the Common Property and those portions of the improvements located on the Property which the Association is obligated to maintain or repair which is required because of damage, depreciation or obsolescence. The amounts in this account shall be allocated among each of the separate categories of replacement items.
- (d) Reserves for capital improvements, which shall include the funds to be used for capital expenditures or for acquisition of additional personal property that will be part of the Common Property.
- (e) Operations, which shall include all funds from the use of the common elements or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation or otherwise shall be used to reduce the assessments for current expenses for the year during the one in which the surplus is realized, or at the discretion of the Board, in the year following the one in which the surplus is realized. Losses from operations or otherwise shall be met by special assessments against Unit Owners, which assessments may be made in advance in order to provide a working fund. The Board shall not be required to physically segregate the funds held in the above accounts but may, in its sole discretion, maintain the funds in one or more consolidated accounts. As to each consolidated account, the division into the various accounts set forth above need be made only on the Association's records.

## **SECTION 6: Reserves**

The Board shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies of bad weather or uncollected accounts. Notwithstanding anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Unit Owners as a capital contribution and is allocable to reserves for each separate item of capital improvement of and to said Property. The amounts assessed and collected for the reserves shall be kept in one or more interest-bearing savings accounts or certificates of deposit and shall not be utilized for any purpose other than that which was contemplated at the time of the assessment. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions.

## **SECTION 7: Exemption from Assessments for Capital Improvements**

Anything to the contrary herein notwithstanding, any Institutional Lender for any Unit shall be required to pay any assessment for capital improvements, including reserves, of any kind, whether by way of regular or special assessments or otherwise. Further, this provision may not be amended without the written consent of the Board and that of every Institutional Lender.

## **SECTION 8: Notice**

The Board shall give notice to each Unit Owner, in writing, and to any Institutional Lender who requests same, of the amount estimated by the Board for Common Expenses for the management and operation of the Association for the next ensuing budget period, directed to the Unit Owner at his last known address by ordinary mail, or by hand delivery, Said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mails. In the event the annual Common Expense assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in



the case of any immediate need or emergency which cannot be met by reserve funds earmarked for such contingency.

### **SECTION 9: Acceleration of Assessment Installment upon Default**

If a Unit Owner shall be in default in the payment of an installment upon a Common Expense assessment, the Board may accelerate the remaining installments of the assessment and file a lien for such accelerated amount upon notice to the Unit Owner, and if the delinquent installment has not been therefore, paid, the then unpaid balance of the Common Expenses assessment shall become due upon the date stated in the notice, which date shall not be less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. If no such notice is given and default shall continue for a period of thirty (30) days then the Board shall be required to accelerate the remaining installments of the assessment upon similar notice to the Unit Owner, and to file a lien for such accelerated assessment as permitted by law if the delinquent assessment has not been heretofore paid. In such latter event, the Board may also notify any Institutional Lender holding a mortgage which encumbers the Unit affected by such default or publish appropriate notice of such delinquency to the membership of the Association. If said default continues for a period of 90 days then the Board shall foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect said assessment.

### **SECTION 10: Interest and Counsel Fees**

The Board at its option shall have the right in connection with the collection of any Common Expense assessment or other charge, to impose a late charge of any reasonable amount and/or interest at the legal maximum rate permitted by law for the payment of delinquent real estate taxes, if such payment is made after a date certain stated in such notice. In the event that the Board shall effectuate collection of said assessments or charges by resort to counsel, and/or the filing of a lien, the Board may add to the aforesaid assessments or charges a sum or sums of twenty (20%) percent of the gross amount due as counsel fees, plus the reasonable costs for preparation, filing and discharge of the lien in addition to such other costs as may be allowable by law.

- (a) In the case of any action or proceeding brought or defended by the Association or the Board pursuant to the provisions of these by-laws, the reasonable costs and expenses of preparation and litigation, including attorney's fees, shall be a Common Expenses allocated to all Unit Owners.
- (b) Money judgments recovered by the Association in any action or proceeding brought hereunder, including costs, penalties or damages shall be deemed a special fund to be applied to
  - (1) the payment of unpaid litigation expenses;
  - (2) refunding to the Unit Owners the cost and expenses of litigation advanced by them;
  - (3) common charges, if the recovery thereof was the purpose of the litigation;
  - (4) repair or reconstruction of the Common Elements if recovery of damages to same was the motivation for the litigation; and
  - (5) any amount not applied to (1), (2), (3) and (4) above shall be at the discretion of the Board be treated either as (a) a common surplus which shall be allocated and distributed pursuant to the provisions of paragraph 6 of the Master Deed or (b) a set off against the common charges generally. Notwithstanding the foregoing, if a Unit Owner(s), the Board or any other person or legal entity- affected by any such distribution, shall assert that the damages sustained or the diminution in value suffered by a Unit Owner(s) was disproportionate to his or their percentage of common interest, in that event the matter shall be submitted to binding arbitration to be decided in accordance with the procedures set forth in Article XV hereof.

- (c) All common charges received and to be received by the Board, for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds, shall constitute trust funds and the same shall be expended first for such purpose before expending any part of the same for any other purpose.
- (d) In the event that a Unit Owner(s) succeeds in obtaining a judgment or order against the Association or the Board, then in addition to any other sums to which said Owner(s) would otherwise be entitled by such judgment or order, he or they shall also be entitled to the restitution or recovery of any sums paid to the Board as common charges for litigation expenses in relation to said action or proceeding.

### **SECTION 11: Power of Attorney to Institutional Lender**

In the event the Board shall not cause the enforcement procedures provided in Section 9 above to be implemented within the time provided any Institutional Lender for any Unit as to which there shall be such unpaid Common Expenses assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Association. This power of attorney is expressly stipulated to be coupled with and interest in the subject matter.

### **SECTION 12: Financial Statement**

The Board shall submit the books, records, and memoranda of the Association to an independent certified public accountant who shall compile the same and render a report thereon in writing to the Board and in summary form to the Unit Owners and such Institutional Lenders or other persons, firms or corporations as may be entitled to same. An internal audit committee comprised of two or more-unit owners in good standing may audit the Association books after preparation of the annual financial statement for said year. Following the internal audit, a formal audit may be requested if so indicated by the committee.

### **SECTION 13: Examination of Books**

Each Unit Owner shall be permitted to examine the books of account of the Board by appointment at a reasonable time on business days: provided, however, that the Treasurer has been given at least 10 days prior written notice of the Unit Owner's desire to make such an examination.

### **SECTION 14: Fidelity Bonds**

Fidelity bonds shall be required by the Board from all persons handling or responsible for Association funds. The amount of such funds shall be determined by the board. The premiums on such bonds shall be paid by the Association.

## **ARTICLE VII: OFFICERS**

### **SECTION 1: Designation**

The principal officers of the Association shall be a President, Vice President, both of who shall be Members of the Board, a Secretary and a Treasurer. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in its judgment may be necessary. Any two (2) offices, except that of President and treasurer, may be held by one person.

## **SECTION 2: Election of Officers**

The officers of the Association shall be elected annually by the Board at the first Board of Directors meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

## **SECTION 3: Removal of Officers**

Upon an affirmative vote of a majority of the full number of Directors, any officer may be removed, with just cause, after opportunity for a hearing, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

## **SECTION 4: Duties and Responsibilities of Officers**

- (a) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of general powers and duties which are usually vested in the office of President of an association.
- (b) The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-president is able to act, the Board shall appoint some other Director to do so on an interim basis. The Vice-president shall also perform such other duties as shall from time to time be imposed upon him by the Board.
- (c) The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Association and shall have charge of such books and papers as the Board may direct; and shall, in general, perform all the duties incident to the office of the Secretary.
- (d) The Treasurer shall have the responsibility for the custody of Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. A Board member shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be authorized by the Board.

## **SECTION 5: Other Duties and Powers**

The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

# **ARTICLE VIII:      COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF BOARD OF DIRECTORS AND COMMITTEE MEMBERS**

## **SECTION 1: Compensation**

As of June 1997, after the completion of one (1) full year of service, each Board member will receive one (1) month's Association dues waived as compensation. Nothing herein stated shall prevent any officer or Director, or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association, provided, however, that any such expenses incurred, or services rendered shall have been authorized in advance by the Board.

## **SECTION 2: Indemnification**

Each Director, officer or committee member of the Association, shall be indemnified by the Association against the actual amount of net loss including counsel fees, reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Director, officer, or committee member of the Association, or delegee, except as to matters as to which he shall be ultimately bound in such action to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

## **SECTION 3: Exculpability**

Unless acting in bad faith, neither the Board as a body nor any Director, officer, or any committee member of the Association, shall be personally liable to any Unit Owner in any respect for any action or lack of action arising out of the execution of his /her office. Each Unit Owner shall be bound by the good faith actions of the Board, officers and committee members of the Association, in the execution of the duties of said Directors, officers and committee members. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Directors appointed by the Sponsor from their fiduciary responsibilities.

## **ARTICLE IX: COVENANTS COMMITTEE**

- (a) *Purpose.* The Board may establish a Covenants Committee, consisting of up to five (5) members appointed by the Board. each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner:
- 1) providing for visual harmony and soundness of repair;
  - 2) avoiding activities deleterious to the esthetic or property values of the Condominium;
  - 3) furthering the comfort of the Unit Owners their guests, invitees and lessees and
  - 4) promoting the general welfare and safety of the Condominium community.

The Association shall provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners, that shall be readily available as an alternative to litigation.

- (b) *Powers.* The Covenants Committee shall regulate the external design, appearance use and maintenance of the Common Elements in accordance with the standards and guidelines contained in the Master Deed or by-laws or otherwise adopted by the Board. The Covenants Committee shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees or lessees whose actions are inconsistent with the provision of the Condominium Act, the Master Deed, the by-laws, the Rules and Regulations or resolutions of the Board (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the Master Deed, Articles of Incorporation and by-laws, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board by any party deemed by the Board to

have standing as any aggrieved party and a vote of a majority of the full authorized membership of the Board may modify or reverse any such action, ruling or decision.

- (c) *Authority.* The Covenants Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution, including the right to recommend imposing fines pursuant to Section 2 of Article XI hereof. The Board may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of its full authorized membership thereof. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board. Notwithstanding the foregoing, no action may be taken by the Covenants Committee without giving the Unit Owner(s) involved at least ten (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

## **ARTICLE X:        ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION**

Whenever, in the judgment of the Board, Common Elements improvements costing in excess of one thousand dollars (\$1000.00), said improvements shall not be made unless they have been approved by a majority of votes present in person or by proxy at a meeting of the Unit Owners at which a quorum is present. When said approval has been obtained, all Unit Owners benefiting from same shall be assessed for the cost thereof as a Common Expense. In the event of an emergency which could cause damage to any Building or part(s) thereof, the Board may expend sums in excess of one thousand dollars (\$1000.00) to protect the said Building or part(s) and the judgment of the Board shall be final.

## **ARTICLE XI:       ENFORCEMENT**

### **SECTION 1: Enforcement**

The Board shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

### **SECTION 2: Fines**

The Board shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any rule or regulation of the Association or for any covenants or restrictions contained in the Master Deed or by-laws, except that no fine may be levied for more than ten dollars (\$ 10.00) for any one violation; provided, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fine were a Common Expense owed by the particular Unit Owner(s). Notwithstanding the foregoing, before any fine is imposed

by the Board, the Unit Owner involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

### **SECTION 3: Waiver**

No restriction, condition, obligation or covenant contained in these bylaws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

## **ARTICLE XII: AMENDMENTS**

Subject to the restrictions in Section 7 of Article VI hereof, these by-laws, or any of them, may be altered or repealed, or new by-laws may be made, at any meeting of the Association duly held for such purpose, and previous to which written notice to Unit Owners of the exact language of the amendment or of the repeal shall have been sent, a quorum being present, by an affirmative vote of fifty-one percent (51 %) in number and in interest of the votes entitled to be cast in person or by proxy, except that

- (1) the first annual meeting may not be advanced,
- (2) the first Board (including replacements in case of vacancies) may not be enlarged or removed,
- (3) the obligation or the proportionate responsibility for the payment of Common Expense with respect to units or the Common Elements may not be changed by reason of any such new by-laws, amendment or repeal.

## **ARTICLE XIII: CONFLICT; INVALIDITY**

### **SECTION 1: Conflict**

Anything to the contrary herein notwithstanding, if any provision of these by-laws is in conflict with or contradiction of the Master Deed, the Articles of Incorporation or with the requirements of any law, then the requirements of said Master Deed, the Articles of Incorporation or law shall be deemed controlling.

### **SECTION 2: Invalidity**

The invalidity of any part of these by-laws shall not impair or affect in any manner the enforceability or affect the remaining provisions of the by-laws.

## **ARTICLE XIV: NOTICE**

Any notice required to be sent to any Unit Owner under the provisions of the Master Deed or Articles of Incorporation or these by-laws shall be deemed to have been properly sent and notice thereby given, when mailed, by regular post with postage prepaid, addressed to the Unit Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of

such mailing. Notice to one of two or more Co-Owners. It shall be the obligation of every Unit Owner to immediately notify the Secretary of the Association, in writing, of any change of address. Valid notice may also be given to Unit Owners by (1) personal delivery to any occupant of said Unit over 14 years of age or (2) by affixing said notice to or sliding same under the front door of any Unit.

## **ARTICLE XV:     ARBITRATION**

Any arbitration provided for in these by-laws shall be conducted before one arbitrator in Passaic County, New Jersey by the American Arbitration Association, in accordance with its rules then obtaining and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. All expenses of arbitration hereunder including the fees and expenses of counsel and experts shall be Common Expenses.

## **ARTICLE XVI:    CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words "Suburban Village Condominium Association".

## **ARTICLE XVII:    OPEN MEETINGS OF ASSOCIATION**

### **SECTION 1: OPEN MEETINGS**

All meetings of the Condominium association (board of Directors), except conference or working sessions at which no binding votes are to be taken, shall be open to attendance by all Unit Owners.

### **SECTION 2: RESTRICTIONS TO OPEN MEETINGS**

Despite (1) above, the Condominium Association (Board of Directors) may exclude or restrict attendance at those meetings or portions of meetings dealing with the following:

- (a) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
- (b) Any pending or anticipated litigation or contract negotiations;
- (c) Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer, or
- (d) Any matter involving the employment, promotion, discipline, or dismissal of a specific employee of the association.

### **SECTION 3: MINUTES AT OPEN MEETINGS**

At each meeting required to be open to all unit owners, minutes of the proceedings shall be taken, and copies of those meetings shall be made available to all Unit Owners before the next open meeting. ( a) Each condominium association shall keep reasonably comprehensible minutes of all its meetings showing the time and place, the members present, the subjects considered, the actions taken the vote of each member, and any other information required to be shown in the minutes by the by-laws. Such minutes shall be available, upon request, to the unit owners within thirty (30) days.

### **SECTION 4: NOTICE REQUIREMENTS FOR OPEN MEETINGS**

(a) Notice Adequate notice of any open meeting shall be given to all Unit Owners.

(b) Adequate Notice Adequate notice means written advance notice of at least ten ( 10) days, giving the date, time, location and, to the extent known, the agenda of any regular, special, or rescheduled meeting such notice shall accurately state whether formal action may or may not be taken. This notice shall be distributed to each Unit Owner:

### **SECTION 5: EMERGENCY MEETINGS**

In the event that a governing board or association meeting is required to deal with such matters of urgency and importance that delay, for the purpose of providing forty-eight (48) hours advance notice would result in substantial harm to the interests of the association the notice shall be deemed adequate if it is provided as soon as possible following the calling of the meeting.

## **ARTICLE XVIII: COVENANTS**

**Adopted in General Session at the Annual Meeting of the SVCA**

**Effective Date: July 1, 2011**

**Modified (#15): June 4, 2013**

**Modified (#15): March 15, 2019**

### **Covenants:**

The following rules and regulations concerning the common elements have been established for the Suburban Village Condo Association. Unit owners who choose these options agree to install and maintain the options at their expense. Failure to maintain these options may result in fines. Additional covenants may be added as needed. These rules modify the restrictions listed in the Master Deed (page 28 - Section 11(h)). Where the provisions of this covenant conflict with Section 11(h) the provisions of this covenant apply.

The options and their applicable requirements are:

1. *Storm Doors* - Forever Traditional Doors, Size 36 x 80, Model number 36 WHL or 36 WHR. Replacement materials must be maintenance-free and white in color on the exterior surfaces.
2. *Front Doors* – Replacement materials must be maintenance-free and white in color on the exterior surfaces.



3. *Garage Doors* –The Association requires vinyl garage doors should they need replacement. They must provide a unified exterior appearance.
4. *Windows* – Six panes over six panes and white vinyl on the exterior are permitted. Individual contractors will recommend preferred brands. Replacement materials must be maintenance-free and white in color on the exterior surfaces.
5. *Sliding Glass or French-style Doors* – Sliding Glass and French-style doors are approved. Sliding glass doors and French-style doors should be measured and replaced according to existing measurements. No definitive measurements are stipulated, as it has been observed that measurements vary from unit to unit. White vinyl must be used on exterior. French-style doors consisting of 15 panes and white vinyl on the exterior are permitted. Replacement materials must be maintenance-free and white in color on the exterior surfaces.
6. *Rear Stairs* – Unit owners may install rear stairs on their deck if they choose to do so. These steps must be three feet wide ‘wolmanized’ lumber (step height not to exceed eight inches, stair tread to be eleven inches wide, railings to be 36 inches high, ballasts not to exceed four inches, stairways to have self-closing gate and lockable latch, height and appearance of gate to match existing railings, and stringers to rest on patio block at grade). Unit owners agree to allow SVCA to power wash and seal stairs when existing decks are sealed and to reimburse SVCA for the cost of maintaining the stairs. When decks are replaced, unit owners will have the option of paying to replace their stairs or having the original railing (no stairs) put on at no cost to the owner.
7. *Natural Gas Lines for Grills* - 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.
8. *Plants* - Unit owners may plant flowers in the existing beds in the front and on the sides of their units. As of the date of this amendment, there is to be no further planting in the rear of units, with the exception of planters that may be placed on the decks and porches. Maintenance and clean-up of the flowers is the unit owner’s responsibility.
9. *Holiday Decorations* - 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.

*Guidelines for Non-destructive, Temporary Attachment of Holiday Decorations:*

Do not use nails, screws or other damaging hardware to attach anything to the siding of any building. Unit owners may use any method of attachment (hooks, slides, etc.) that is non-destructive to the building’s siding. The purpose of this guideline is to prevent holes in the siding that may cause water to seep behind the siding, loosening adhesives or damaging the underlying structure.

Any nails or screws, especially in deck railings, should be positioned so that they are unlikely to injure anyone using the deck railings while holiday lights are attached. This is intended to prevent injury to any person on the common property of the Association which may subject the Association to potential liability claims.

Many commercially available, temporary and non-destructive solutions for hanging holiday lights and decorations are available at hardware and specialty stores that market holiday decorations. Please utilize these as much as possible. The garage door framing is relatively thin and, depending on their size and location, screws or nails can split these boards quite easily.

Some units have installed (prior to the effective date of these covenants) toggle bolts into the mortar of the brick fascia of the building. Such attachments are 'grandfathered' for the purposes of this covenant. Unit owners may attach similar hardware to their brick fascia (in the mortar), no more than 1 fixture per unit.

10. *Water Lines* - One additional outside water line may be installed by a licensed plumber on the rear or side of the unit.
11. *Flag Pole Mount(s)* – All flags must be displayed on flag poles. Flag pole 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.

12. *Attic Gable Fans* – Attic gable fans may be installed by a qualified electrician on the studs next to the louvered attic vents. A 'firestat' must be installed for safety.
13. *Non-Central Air Conditioning* - Window units are acceptable as long as they are mounted in the rear-facing windows of any unit. Air conditioners that remain inside the building and exhaust hot air from a conduit installed behind a window screen may be used in front-facing windows. The purpose of this covenant is to allow unit owners to remain comfortable but avoid displaying unsightly air conditioning units from prominent (front-facing) windows.

Multi-zone central air-conditioning units may be installed by a qualified contractor as long as an appropriate pad (similar to the existing pad and next to the original unit) is utilized to support the compressor.

Whole house fans may be installed by a qualified electrician between the upper ceiling and attic floor (or related areas) to regulate the temperature of the unit.

14. *Parking* – Parking is not allowed on the street in front of buildings except for immediate or short term loading / unloading. Parking is not allowed in front of the dumpster gates at any time (except for unloading garbage).

15. Charcoal Grills, Fire Pits, Open Flame – The use of propane gas grills, charcoal grills, fire pits, or similar sources of open flame/heat/lighting are prohibited except as defined below. This prohibition includes any type of implement that uses flammable liquids or solids (wood, charcoal, etc.) for outdoor cooking, heating or lighting.

Natural gas and electric grills, smokers, etc. are excepted. If you have a propane grill, please move grills off the deck and at least 5 feet from any surface of the deck.

This covenant is required by NJ law in order 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.