

PAVILION ADULT COMMUNITY



CONDO'S/TOWN-HOMES/SINGLE FAMILY HOMES

RULES AND REGULATIONS

Updated: August 2023

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1.0

ASSOCIATION. Each owner of a home within this community is a member of the Pavilion Homeowners Association, Inc. (hereinafter referred to as the Association). All members are subject to the Rules, Regulations, and by-laws of the Association, as found listed in the Master Deed and Declarations. The Pavilion Homeowners Association Rules and Regulations, and in this document, or any other communication from the Board of Trustees or its Property Manager.

1.1

PURPOSE. These Rules and Regulations are intended to protect and preserve the physical components of The Pavilion, as well as the quality of life available to everyone.

1.2

RESPONSIBILITIES FOR TOWNHOUSES/CONDOS. The community responsibilities of the Association are described in The Pavilion Homeowners Association Rules and Regulations. Some of the Association responsibilities with respect to the Pavilion Condominiums and surrounding common areas are: Building and Roof Maintenance, Exterior Painting and Siding, Common Area Irrigation, Common Area Fence Structures, Exterior Pest Control, Common Area Concrete Areas (not Patios).

The following lists the most asked questions regarding maintenance responsibility.

Those items which are limited to Townhouse/Condos

Responsibility included but not limited to ... major items listed

OWNER RESPONSIBILITIES

- Townhouse/Condo Interior Plumbing and Electric Interior Maintenance and Painting
- Interior Lighting (Interior and Exterior)
- Air Conditioning/Heating including vents/ducts Windows and Screens, Patio doors
- Concrete Patios
- Property Taxes on Your Unit
- Individual Water & Sewer Laterals / Lines Interior Pest Control (non-wood destroying)
- Floors (Tile, Wood, Carpet)
- Doors and Locks (Front, Rear, Garage, Patio)
- Dryer Vents, Attic Fans, DSS Dishes interior Insurance
- Appliances

ASSOCIATION RESPONSIBILITIES

- Main Line (street) Plumbing and Sewer
- Common Element Maintenance & Lighting
- Common Area Landscape & Snow Removal
- Common Element Property Taxes
- Building & Roof Maintenance - Townhouse
- Common Area Electric
- Common Area Insurance
- Exterior Painting and Siding - Townhouse
- Common Area Irrigation - Townhouse
- Common Area Fence Structures - Townhouse
- Common Area Concrete Areas (not Patios)
- Club House and recreational facilities
- Exterior pest control - Townhouse

1.2.1 RESPONSIBILITIES FOR SINGLE FAMILY HOMEOWNERS. Single family homeowners are responsible for the maintenance, repair, and replacement of the interior and exterior of their individual homes and property. Including but not limited to repairing and reseeding damaged lawns, removing old (including roofs), painting trim, resurfacing driveways, etc. The Association does however, collect a fee (dues) from each homeowner for certain lawn maintenance, turning on and off sprinkler systems, and snow removal after 4 inches of snow that has fallen. Each single-family homeowner is responsible for insurance on their individual home and property.

1.3

DIRECTION. The Rules and Regulations provide direction for the use and maintenance of the exterior surfaces of all Condominium buildings and for the surrounding common areas; including front, side and rear lawn areas, walkways, and driveways.

The Pavilion Rules and Regulations provide direction for the use and enhancement of the exterior of single-family homes and property.

1.4

MANAGEMENT. The Pavilion Homeowners Association is managed by Pinnacle Property Management. Pinnacle can be reached between the hours of 9:00 A.M. and 4:00 P.M., Monday through Friday.

1.5

FINANCIAL. The purpose of the monthly maintenance fee assessment is to collect the funds from all owners, which are required to maintain the common elements of the community as set forth in the Association documents. Annual budgets are issued to all homeowners detailing individual contributions, as Single-Family Homeowners and Townhouse and Condominium Homeowners are assessed differently. A separate budget is also prepared for the Recreation Facility. The funds are used for, but not limited to:

Grounds Maintenance

Repair to exterior only of all buildings (Townhouse Condominiums) Garbage and Snow removal

Payment to all Association contractors Insurance on all common elements

Professional services (legal, accounting, management) Payment of Association utility charges

Capital Reserves Replacement Fund

Deferred Maintenance Fund for future projects

Administration charges, i.e., office supplies, newsletters, postage, etc.

1.6

REPORTING VIOLATIONS. Any homeowner wishing to cite a violation or refraction of the Rules and Regulations must do so in writing to the Managing Agent. Only written, signed complaints will be processed.

1.7

ARCHITECTURAL MODIFICATIONS. Any homeowner wishing to apply for an architectural modification indicated or not indicated in The Pavilion Condominiums Architectural Control Rules and Regulations must complete the *Architectural Modification Application* and submit the application to The Pavilion Board of Trustees or the Managing Agent. All applications should be submitted well in advance (at least one month) of any expected work date to allow sufficient time for processing of the application. A copy of the application form can be found in the Addendum.

1.7.1

ARCHITECTURAL CONTROL / Rules and Regulations Committee. The Board of Trustees will appoint residents to service on the Architectural Committee. The Committee will be responsible for architectural compliance inspections at various times throughout the year. Any infractions will be brought to the attention of the Board, who will determine if additional inspections are required or issue correspondence to the owner, describing the infraction and announce any monetary fine or suspension of community privileges, if so determined.

1.8

CHANGES PERMITTED. All items expressly permitted by these rules and regulations may be performed by the unit owner after submitting written notification to the Property Manager and the Board of Trustees.

1.9

MODIFICATION OF APPROVALS. Any approvals or consents given by the Board of Trustees under these rules and regulations may be added to, amended, or repealed at any time by action of the Board of Trustees.

1.10

COMPLIANCE. Failure to comply with any rule, regulation or directive of the Association may result in monetary fines being levied to the homeowners account and suspension of recreational privileges.

1.11

MODIFICATION OF RULES AND REGULATIONS. The Board of Trustees shall have the right to rescind, change or amend these rules and regulations and to adopt other rules and regulations from time to time as the Board of Trustees, in their discretion may deem appropriate or necessary.

1.12

CONSISTENCY OF RULES AND REGULATIONS. These rules and regulations are intended to be consistent with the provisions of the Association's By-laws, the Declaration of Rights, Covenants and Restrictions, the Master Deed and the applicable ordinances of the Township of Brick and all applicable

laws of the State of New Jersey.

1.13

RESIDENTIAL USAGE. No portion of the designated residential community shall be used for any purpose other than residential housing and those related purposes for which the community was designed as provided in the By-laws and Master Deeds and Declarations.

1.14

INSURANCE LIABILITY. Nothing shall be done or maintained in any dwelling unit or in the common areas which will increase the rate of insurance of any building or the contents thereof applicable for residential use. No owner of a dwelling unit shall permit anything to be done or kept in their dwelling unit or in the common facilities which will result in the cancellation of insurance on any building or the contents thereof, or which would be in violation of any law.

1.15

ACCESS TO UNITS. Agents of the Board of Trustees, or of the Managing Agent, may enter a unit at by reasonable hour of the day after notification to the homeowner (except in the case of an emergency) for the purpose of inspecting such dwelling unit for the presence of vermin, insects, or other pests, and for the purposes of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests.

1.16

ENTRY KEYS. No owner will provide entry keys to any of the Board of Trustees and no member of the Board of Trustees shall be liable for injury, loss or damage or any nature whatsoever, directly, or indirectly, resulting therefrom or connected therewith.

1.17

RENTALS. Owners are permitted to lease their *entire* home only provided that the lease term

- (a) is a lease of the entire unit and is a minimum of one (1) year;
- (b) includes the \$200.00 lease fee, payable to "The Pavilion Homeowners Association";
- (c) is subject to compliance with the Master Deed, By-Laws, and Rules and Regulations of the Association.

When leasing, the unit owner is solely responsible to ensure that the tenant(s) are made aware of the Rules and Regulations of the Association. The unit owner will be held responsible for any violation of these Rules and Regulations.

You must own your home for 3 years before you are eligible to rent it out to a tenant. Procedures for rental must conform to guidelines as shown in the Amendment to By-Laws dated November 12th, 2013 (Regarding the Leasing of Units).

It is advisable that this package be provided to new tenants, by the owner, to assist in their orientation to the Association's requirements.

Failure to adhere to these requirements will be considered a violation of the Association's Rules and Regulations.

1.18

RESALE OF UNITS. It is the responsibility all home owners to notify the Association of the sale of their unit. The sole purpose of this notification is to allow the Association to update its records.

The sale or lease of a Townhouse/Condo or Single-Family Home is the responsibility of the individual - unit owner or his authorized agent.

Each new owner is required to pay a non-refundable Membership Fee of \$1,500.00, a contribution to the Common Capital Reserve fund of \$200.00 and the next two months dues in advance.

2. Building Exterior.

2.0

EXTERIOR WORK. All exterior changes to the Townhouse/Condo or Single-Family Homes must be submitted to the Board of Trustees for approval.

2.1

EXTERIOR MAINTENANCE AND REPAIR. All defects to the building exterior in the Townhouse/Condo noticed by the homeowner must be reported to the Property Manager or the Board of Trustees, immediately. Repairs and Maintenance of most of the exterior of the Townhouse/Condo is the responsibility of the Association.

2.2

ATTIC FANS. Townhouse/Condo may install attic fans upon written permission from the Board of Trustees. Attic Fans must be placed at the back of the roof. Fan color must conform to the approved fan color for each building. Upon installation of an attic fan, the homeowner accepts responsibility and liability for any water damage, leaks, or other issue resulting from the installation of the attic fan. Maintenance and replacement of the attic fan are the homeowner's responsibility.

Single-Family Homeowners may install attic fans upon written permission from the Board of Trustees. Attic Fans must be placed at the back of the roof. Fan color must conform to the shingles of the existing roof. Maintenance and replacement of the attic fan is the homeowner's responsibility.

2.3

AWNINGS, CANOPIES AND PAVILIONS. Townhouse/Condo or Single-Family Homes may only install awnings, canopies, and pavilions in the back of the unit. Pavilions are temporary seasonal "coverings" which are used to cover patio areas usually during summer months. All plans must be submitted in writing to the Board and approval must be given before any awnings, canopies or pavilions are installed.

2.3.1

TENTS. Tents are not allowed within the community.

2.4

DOORS. Peepholes, door knockers, name plates, wreaths, double locks with decorative handles are permitted. These items are the purchase, installation, and maintenance responsibility, of the Townhouse/Condo or Single-Family Home homeowner.

No color or design change to the front doors are permitted in the Condominium community.

2.5

STORM DOORS. There are two (2) options available for the installation of storm doors: full-glass storm door, or split glass door with a top screen. Color of the Storm Door is to conform to the others throughout the community. Purchase, installation, and maintenance is a homeowner responsibility.

2.6

RADIO/TELEVISION ANTENNA. Except for the master antenna systems (cable), no radio or television antenna may be installed on any building. However, small dish antennas may be installed, and are permitted by New Jersey State law. Upon installation of any approved dish or antenna, the homeowner accepts responsibility and liability for any water damage, leaks, or other issue resulting from the installation. Maintenance and replacement of the installed item are the homeowner's responsibility.

2.7

SIDING. Condominium homeowners are not permitted in any way, shape, or fashion, to pierce the vinyl siding or any other type of siding, with any item, object, or holiday decoration.

2.8

SPOTLIGHTS. Townhouse/Condo spotlights are allowed with bulb(s) placed in existing globe fixture(s) only and cannot be attached to building by nails or screws. Spotlights must be motion-sensitive if installed in the front of any home.

Single-Family Home spotlights are allowed and encouraged for safety throughout the community. Spotlights must be motion-sensitive to prevent infringement on the property of others.

2.9

HANGING OF ARTICLES. No articles shall be hung from the outside windows, terraces, or balconies, nor placed upon windowsills, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, or terraces.

2.10

DRAINS AND GUTTERS. The Association is responsible for the maintenance, cleaning and repair of all Townhouse/Condo's building drains and gutters.

3. Common Areas

3.0

EXTERIOR CHANGES. Exterior changes to the Townhouse/Condo units and Single Family-Home units may not be attempted without prior written approval of the Board of Trustees along with the submission of proper architectural modification request forms. These changes/modifications include, but are not limited to patios; patio extensions and deck installation. Township permits may also be required for certain approved work. It is the responsibility of the unit owner to secure the necessary permits, inspections, and payment of all associated fees.

It is advisable to contact the Brick Township Engineering/Building Department, prior to performing any changes to the structure.

3.1

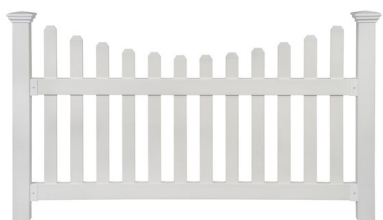
FENCES. *SFH* Homeowners wishing to erect a fence, sunscreen, canopy, awning, or similar object on any patio must submit their plan in writing, along with a picture of the fence, to the Architectural Control Committee, for written approval. No action may be taken by the homeowner until such plan is approved. The approved Architectural Request must be taken to the Brick Township Building Department, for review and applicable permits. Fences are not permitted in the Condo Area.

3.1.A

Only permanent, white vinyl fences are allowed, as per Brick Township Ordinance 245-3. Fence must be scalloped, open picket style with capped posts.

3.1.B

Fence shall not be greater than or less than 3.5 feet in height and must have a gate. The gate must remain unlocked, always, to permit free access to emergency services and building maintenance.



Fence Example

3.1.C

Fences cannot exceed the footprint of the existing patio, 10'Wx10'L or 10'Wx20'L.

3.1.D

A barrier (bed) not to exceed 12-18 inches, is required around the perimeter of any fence and is the sole responsibility of the homeowner for maintenance and upkeep. Barriers (bed) may be constructed

of either live shrubbery or live flowers. Tan/beige, gray or white stones or mulch may be added to the barrier (bed) as an accent to the plantings. Artificial shrubs and flowers are not allowed.

3.1.E

Homeowner must complete and sign a waiver of liability, stating all damages to the fence are the responsibility of the homeowner, holding the HOA harmless from all liabilities.

3.1.F

If approved, the installation must comply with conditions imposed by the Pavilion HOA and meet all requirements of Brick Township Ordinance 245-3. Once installation has been completed, Brick Township will inspect for compliance. If the fence is found to not comply, it will become the homeowner's responsibility to remediate the issues, at their own expense. Approval is contingent upon satisfying all the above conditions and a final inspection by the Pavilion Architectural Control Committee.

3.2

HOSES. Hose must be kept in the rear of the Townhouse/Condo and not attached, by any means, to any siding materials of the building's exterior.

3.3

STORAGE AND STRUCTURES. No homeowner may be permitted to maintain any storage houses, doghouse, playhouse, tree house or other similar accessory structure.

3.4

MISCELLANEOUS ITEMS. All toys, bikes, forts, houses, lawn furniture, etc. must be stored in the garage of any home.

3.5

ANIMAL CONTROL. No pet fences, runs, or pens are to be maintained on any Condominium property. No dogs are allowed to roam free within the community. All dogs must be walked/exercised on a leash, not exceeding six (6) feet in length. Homeowners are responsible to pick up the feces of their pets using a pooper-scooper or other method and disposed of in a proper and sanitary manner.

3.6

PLANT BEDS (NOT LOCATED DIRECTLY IN FRONT OF CONDOS). The Association is responsible for the maintenance of the decorative plant beds in the Condominium Common Areas. These plant beds are not to be disturbed by the homeowners. Please report any common locations where plants have died to the Property Manager or the Board of Trustees.

3.7

DECORATIVE PLANTS. Any Townhouse/Condo may add, at their own expense, decorative plants into the common area plant beds located directly in the front and rear of their own units, and in an area extending thirty-six inches around their patios. All homeowners are responsible for maintaining their plantings. Plants should not exceed thirty-six inches in height when fully grown. All homeowner plantings that die must be removed without delay. No clinging or ivy type plants are permitted at any time. The Association will not be responsible for damage or cost to homeowner's plantings arising from the Association's landscapes or building workmen while in the act of performing their duties.

3.8

VEGETABLES AND FRUITS. The planting and growing of vegetables and fruit bearing plants is expressly prohibited in the Common Areas. Condominium owners may grow vegetables and fruits in containers on their decks. *The common sprinkler system is not equipped to water individual homeowner's plantings.*

3.9

DECORATIVE PLANTERS, GARDEN FIGURINES AND SIGNBOARDS.

Decorative garden items are permitted but must not exceed thirty-six inches in any dimension. The number of figurines or adornments is limited to no more than six. All items must be kept in good order.

3.10

MULCH. The Association is responsible for maintaining the mulch spread in the Townhouse/Condo plant beds and will replace the mulch as necessary and as the budget permits.

Single Family Homeowners are responsible for maintaining the mulch spread in all private gardens. Homeowners are free to use wood mulch or decorative stone.

3.11

WALKWAYS. All concrete walkways are to be kept clear and unencumbered to permit free passage to foot traffic. Any damage to the concrete walkways must be reported to the Managing Agent without delay.

3.12

DRIVEWAYS. Will be kept clear of encumbrances. The driveways will be sealed approximately every three years by the Association. Homeowners may seal the driveway at their own expense but will assume responsibility for any damage that occurs because of sealing. Any damage to the driveways must be reported to the Managing Agent.

3.13

OUTSIDE STORAGE. Except in recreational areas or in storage areas specifically designated by Board of Trustees, there shall be no playing, lounging, or parking of any baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs, nor shall there be any obstruction placed by any owner in any common open space areas or common facilities. Specifically, no boats, boat trailers or campers shall be parked on the street, driveways, or other areas except in those areas designated for such use.

4. Miscellaneous.

4.0

UNIT CONDITION. Each homeowner shall keep their home in good condition and not sweep or throw or permit to be swept or thrown, any dirt or substances from the doors or windows. All homes and common areas are to be kept clean and clear of rubbish, debris, or other unsightly material.

4.1

SIGNS/FLAGS. No signs may be posted on the common areas, including the exterior of the units, without prior written approval of the Association. No commercial signs other than for "FOR SALE" signs are permitted within the community. "FOR SALE" signs may only be placed inside the front lower window of any home, conforming to the length and width of the lower window and remain within the dimensions of the lower window frame. Realtor flags and advertisements, of any type, are not allowed to be displayed, including any vehicle displaying a For Sale sign or directions to the unit being sold. Other than the American flag, being flown from a flagpole or from a fixed bracket attached to a garage door frame, no other flags, such as political flags or any other type of flag, except ornamental seasonal flags may be flown. Political flags, posters or any other type of partisan poster or flag, may be placed inside the front lower window of any home, conforming to the length and width of the lower window and remain within the dimensions of the lower window frame.

4.2

HOLIDAY DECORATIONS. Are allowed to be installed 2 weeks before a holiday and must be removed 2 weeks after the holiday. Christmas decorations can be installed after Thanksgiving and must be removed by the following January 15th. All holiday decorations are to be installed with clips on the Townhouse/Condo units.

4.3

WATERBEDS. No waterbeds are allowed in any Condominium, as limited by insurance requirements.

4.4

GARBAGE CANS AND RECYCLING BINS AND BUNDLES. All Garbage cans, recycling bins and bundles shall be stored within the homeowner's garage, except when put out for collection.

Garbage Pickup is on Monday's. if there is a Holiday, the garbage will be picked up on the following day, Tuesday. Recycling is picked up on Wednesdays.

4.5

ELECTRICAL EQUIPMENT. All radio, television or other electrical equipment of any kind or nature installed or used in any unit shall fully comply with all rules, regulations, requirements or recommendations of the New Jersey Board of Fire Underwriters and other public authorities having jurisdiction. Electrical Boxes-SFH: Plants, shrubs, decorations, lattices, or fences are not allowed around or on the utility boxes except for what has been added by the landscaper with the Board's permission.

4.6

DANGEROUS MATERIALS. No homeowner shall bring into or keep in their unit any flammable,

combustible or explosive fluids, material, chemical or any such substance.

4.7.0

MOTOR VEHICLES - PARKING. Only private passenger cars, SUVs, non-commercial vans, and motorcycles are allowed to park overnight. Parking is restricted to the street, the Pavilion Clubhouse parking lot or on a Condominium homeowner's driveway. Condominium homeowners who park vehicles on their driveways should not block or impede pedestrian sidewalks. No recreational vehicles such as trailers, boats, campers, motor homes or commercial vehicles can be parked overnight by any owner, tenant, or guest. The Board of Trustees retains the right to designate parking areas for these vehicles. Residents are responsible for compliance with parking regulations by their guests. When heavy snow is forecast owners must move their vehicles off the roadways to permit snow removal operators to plow the streets.

4.7.1

MOTOR VEHICLES - OPERATION. All vehicles parked on Association property must be kept in operable condition and have current registration plates and inspection sticker. No vehicle without adequate noise suppression shall be operated nor shall any vehicle be operated in a manner to create excess noise. No motor vehicle may be operated in any area other than the roadways. Residents are not permitted to wash or perform any repairs or service to their vehicles in any public parking area.

4.8

GAS FILLED, OUTDOOR GRILLS, FIRE PITS. Residents having outdoor cooking grills fueled by liquid petroleum gas (i.e., propane, butane) are prohibited from storing the cylinders inside their homes or garages. Cooking grills and their cylinders must be stored outside.

Outdoor cooking grills may not be used within the confines of homes or garages. No barbecues are to be used or stored in front of units or on driveways.

Propane cooking equipment such as barbecue grills shall not be stored or used on any patio or other portion of a building, within any room or space of a building, within (5) feet of any combustible exterior wall, or within five (5) feet vertically or horizontally of any opening in any wall. Fire Pits are strictly forbidden in any of the Condo/Town-Home areas, unless they are located a minimum of 25 feet from any structure, both horizontally and vertically. *This is a NJ Fire Code and must be always adhered to.*

4.9 WHOLE HOUSE GENERATORS.

Whole House Generators are used to provide a temporary source of power during any type of electrical outage, emergency or when power is not readily available. The Homeowner requesting the Generator installation must comply with the requirements set forth below:

- a. A Pavilion Architectural Modification (Arch Mod) request form must be completed, in its entirety. Forms may be obtained from any Pavilion Board Member or the Property Manager. Along with the applicant's name, address and phone number, the Arch Mod must contain the name, address and phone number of the contractor performing the installation. Additionally, copies of the contractor's liability insurance certificate and workers compensation insurance certificate, must also be attached to the Arch Mod. Contractor must also provide the Home Contractor License number, issued by the State of New Jersey. The Arch Mod must also have a diagram attached, clearly indicating the exact location of the installation area. Also attached, must be a manufacturers installation guide-book and a photo of the unit being installed.
- b. The Arch Mod must have the written approval of The Pavilion Board of Trustee's, prior to any work commencing. Once the Arch Mod has been approved, the homeowner will bring the approved Arch Mod to the Brick Township Building Department, where the homeowner will request a Building Permit Electrical Permit and Plumbing Permit. All permits must be properly displayed in the front window of the home. The Provided all documentation is approved, the applicant will be issued all required installation permits.

PRIOR TO INSTALLATION

UTILITY MARKOUTS MUST BE REQUESTED FROM THE LOCAL UTILITY COMPANIES INCLUDING THE BRICK MUA; NJ NATURAL GAS; CABLE TV PROVIDER AND JERSEY CENTRAL POWER AND LIGHT AND COMPLETED PRIOR TO THE BEGINNING OF ANY DIGGING OR INSTALLATION. MARKOUTS ARE THE RESPOSNIBILITYOF THE CONTRACTOR AND HOMEOWNER.

IMPORTANT AND HELPFUL INSTALLATION GUIDELINES

The Generator can only be installed on the side of the house where the air conditioning unit is located. Installation must be behind the front building line. Generator must be placed on a mounting pad, in a well-ventilated area away from all doors, vents and windows. Installation must comply with all local, state, and federal building codes and permits.

A power transfer switch must be installed by a licensed electrician. Switch must conform to all local, state, and federal building codes.

A second or larger gas meter must be professionally installed by a licensed plumber or NJ Natural Gas.

The installation must be approved by the local Electrical Utility, NJ Natural Gas and Brick Township Building Department.

Homeowner must obtain a certificate of completion from Brick Township within 30 days after completion of the installation. A copy of the Certificate must be submitted to The Pavilion management company.

Homeowner must sign a waiver which indemnifies and holds harmless The Pavilion HOA from any liability, damage, or costs, including bodily injury, death or property damage that may incur arising from the installation and use of the generator or any claims arising post installation.

4.10

INSTALLATION OF SOLAR COLLECTORS/PANELS - SFH

SOLAR COLLECTORS – any of various devices for the absorption of solar radiation for the heating of water or buildings or the production of electricity.

INSTALLATION REQUIREMENTS

1. The placement and/or installation of any solar collector system must be approved in advance by the Pavilion Board of Trustee's. Any owner requesting to install a solar collection system must first complete an Architectural Modification (Arch Mod) request form. The completed Arch Mod must contain the property owners name and address. Additionally, a sample or illustrated brochure, which clearly depicts the solar collector system and defines materials to be used in the installation, must be submitted to the Board of Trustees or the property manager.
2. Attached to the Arch Mod must be the installers/contractors name, address, and phone number, along with a current general liability insurance certificate; workmen's comp insurance certificate, a copy of the contractors N.J. State License
3. Once approved by the Board of Trustee's the applicant must deliver to the Township of Brick the authorized Arch Mod, along with all required documents and secure a permit from the building department; electrical department and any other agency that regulates these types of devices. The permit and all associated cost will be owners' responsibility.
4. No solar collector system may encroach upon the Common Elements or the property of the Association and/or the property of other owner(s).
5. All solar collectors must be secured so that they do not jeopardize the soundness or safety of any structure or safety of any person at or near the solar collectors.

6. The solar collector system must be placed in accordance with the following descending order of locations, with owners required to use the first available location that does not impair the solar collectors' intended maximum efficiency or increase the cost of the solar collector system by greater than ten (10%) percent of the total cost of the initial installation, including costs of labor and equipment:
 - a. Upon the Unit's roof facing the backyard of the Unit's lot, limiting visibility from the front yard of the Owner's lot and neighboring properties.
 - b. Upon the Unit's roof facing the front yard of the Owner's lot, limiting visibility from neighboring properties.
7. The solar collector system shall be installed to limit visibility from the front yard of the owner's lot and from neighboring properties.
8. The solar collector system must comply with all applicable local, state, and federal laws and regulations.
9. Placement and installation of the solar collector system(s) must be in accordance with the manufacturer's instructions.
10. Solar panels must be an integrated part of the roof design and mounted flush, directly to the roof plane. Solar panels shall not break the roof ridgeline.
11. The color of solar panels shall be selected to blend with the shingles on each respective Unit(s).
12. Aluminum trim, if used and visible, shall be anodized or otherwise color treated to match the color of the shingles on each respective Unit(s).
13. All exterior plumbing lines shall be painted in a color scheme that matches the color of the structure and material adjacent to the plumbing lines, as closely as possible.
14. All wiring shall be encased in molding or similar material. In no event shall any loose or dangling wires be permitted on the exterior of a building. Any visible cabling must be securely attached and painted to match the surface to which they are attached.
15. Solar collector systems shall only be mount on the roof and shall not be mounted on the ground, the side walls of the Unit(s), or any other portion thereof.
16. The Unit Owner shall be liable for all damages arising from the installation and/or repair of the solar collector system(s) associated with his/her/their Unit.
17. The Unit Owner(s), his/her/their successors and assigns will have the perpetual obligation and responsibility to pay-in-full any expenses and costs related to the maintenance, repair, replacement and/or restoration of the equipment and the installation site even though the Association may, in its discretion, carry out such maintenance, repair, restoration and/or replacement. This means that the Unit Owner(s) is responsible for all costs associated with damage to common elements caused by his/her/their Solar Collector System(s), the individual solar panel(s), corresponding mounting materials, wiring, etc. including, but not limited to, removal of the Solar Collector System(s) to permit the Association to conduct maintenance, repair and/or replacement of the common elements or other property and/or replacement of the Solar Collector System(s) thereafter.
18. Any Solar Collector System(s) and/or Solar Panel(s) that are no longer in use shall be removed immediately at the sole expense of the Unit Owner, and any damage to

the common elements, Association property and/or other Units shall be the sole responsibility of the Unit Owner; however, the Association shall be entitled, but not obligated, to conduct necessary repairs and charge the costs back to the responsible Unit Owner(s) without first providing the Unit Owner(s) an opportunity to conduct the repairs himself/herself on any and all common elements.

19. The Unit Owner(s) is liable for all damages arising from the installation and/or repair and/or replacement of Solar Collector System(s) and/or Solar Panel(s) attributable to his/her/their Unit(s).
20. The Association may exercise all rights and remedies available to it by law, in equity and/or pursuant to the Association's governing documents.

INSTALLATION NOTICE AND APPLICATION REQUIREMENTS

20. Any Unit Owner(s) intending to install a Solar Collector System upon the roof area of his/her/their Unit must provide written notice to the Association at least thirty (30) days prior to installation; such written notice shall be accompanied by an application for the intended exterior modification(s). As noted, and instructed in 4.10 under Installation Requirements.
21. The application will be reviewed by the Association and an inspection of the proposed area of installation may be required. The Association will respond to the application within twenty-five (25) days of submission. If the Association does not provide a response with twenty-five (25) days, such non-response shall be deemed a denial of the application, and the Unit Owner must resubmit the application.
22. No Owner(s) and/or Tenant(s) may install a Solar Collector System and/or Solar Panel(s) outside of his/her/their Unit's roof area without formal written approval from the Association, in advance. If an Owner installs a solar collector outside of their Unit's roof area prior to obtaining formal written approval from the Association, the Association shall levy a daily fine, as discussed under "Enforcement," against the Owner for this violation until the solar collector is removed or the Owner obtains formal written approval from the Association.
23. Every Unit Owner and/or Tenant that received approval to install solar collectors prior to the adoption of this Resolution or previously installed a Solar Collector System and/or Solar Panel(s) within the Association, for whatever reason, must resubmit the attached application for the Association's review.
24. If the Association grants special permission to install a Solar Collector System and/or Solar Panel(s) on a location that is not expressly approved and/or defined herein or otherwise, the Association shall not be liable for any damages caused by the installation and/or removal of the Solar Collector System(s), Solar Panel(s), and/or related materials, wiring, etc.

SAFETY

26. Unless applicable laws and/or regulations require greater separation, Solar Collector Systems and/or Solar Panels shall not be placed within ten (10') feet of power lines (above-ground or buried), or gas, water, or telephone mark outs. The purpose of this requirement is to prevent injury and/or damage resulting from contact with utility lines.

27. Solar Collector Systems shall not obstruct: access to and/or exit from any unit and/or walkway and/or ingress or egress from any area(s) and/or electrical service equipment and/or other areas necessary for the safe operation of the Association. The purpose of this requirement is to ensure the safety of Association residents and personnel.
28. To prevent electrical damages and/or fire damages, Solar Collector Systems and/or Solar Panels must be properly and permanently grounded.

MAINTENANCE

29. Unit Owners who install and/or maintain Solar Collector Systems and/or Solar Panels are responsible for all associated costs, including, but not limited to:
 - (a) Repair, replacement, maintenance, and/or removal of the Solar Collector System(s);
 - (b) Repairs related to damage(s) to any person and/or property that was caused by the installation, maintenance, and/or use of Solar Collector Systems and/or Solar Panels.
30. Unit Owners shall not permit their Solar Collector System(s) and/or Solar Panel(s) to fall into disrepair or to become a safety hazard. Owners shall be responsible for remediation of any safety hazard posed by the Solar Collector Systems and/or Solar Panels.
31. If Solar Collector Systems and/or Solar Panels become detached, the responsible Unit Owner(s) shall remove and/or repair such detachment within seventy-two (72) hours of such detachment. If the detachment threatens the safety of any other person or property within the Association, the Association may, but shall not be obligated to, resort to self-help, remove the problematic Solar Collector System(s) and/or Solar Panel(s), and charge-back all costs and expenses incurred to the responsible Unit Owner(s).

TENANTS

32. In all respects, these rules, regulations, and requirements shall also apply to any Tenants and any residents living with the Unit Owner(s) and/or Tenant(s). Tenants desiring to install Solar Collector Systems and/or Solar Panels shall obtain prior written permission from the Unit Owner and must comply with all provisions hereof. A copy of the written permission form provided by the Unit Owner(s) and received by the Tenant(s) and/or resident(s) prior to submission of the requisite application, must be furnished to the Association prior to the commencement of any installation work.

ENFORCEMENT

33. Solar Collectors that have been installed in locations other than those specified herein must be removed within fifteen (15) days of the Association providing written notice of such violation, unless the Solar Collector Systems and/or Solar Panels are located on property owned by the Unit Owner. If such violating Solar Collector System(s) and/or Solar Panel(s), which do not fall under the aforementioned exceptions, are not removed within fifteen (15) days of the written

notice, the Association may, in its sole discretion and at its sole option: remove the violating Solar Collector System(s) and/or Solar Panel(s); remedy any violation(s); remediate damage(s); and charge the responsible Unit Owner(s) with the cost of such remediation(s), repair(s), and/or removal(s). As discussed below, a fine may also be charged to the responsible Unit Owner(s) to address his/her/their failure and/or refusal to remedy such violation(s) in accordance with the Association's notice and demand.

34. A fine of twenty-five (\$25.00) dollars, or some other amount determined by the Board of Trustees, shall be imposed by the Association, and charged against the responsible Unit Owner(s) for each violation. Each day that such violation(s) remain uncorrected and outstanding will constitute a separate violation; accordingly, additional fine(s) in the amount of twenty-five (\$25.00) dollars per violation may be imposed against the responsible Unit Owner(s). During the period that any violations of this Resolution, the Association's governing documents, and/or its Rules and Regulations exist, such violating Unit Owner's membership rights shall be suspended. The Association shall also be entitled to recover all attorneys' fees, costs, and expenses incurred during efforts to enforce the terms of this Resolution, the Association's governing documents, and/or its Rules and Regulations.
35. If a Solar Collector System and/or Solar Panel poses a safety hazard, the Association may prohibit the installation, remove the installation, seek injunctive relief, and/or exercise all powers available at law, in equity or otherwise to remedy such safety hazard(s).
36. The Association may exercise all rights and remedies available to it by law, in equity and/or pursuant to the Association's governing documents to enforce the terms of this Resolution and to compel compliance with its requirements.

REMOVAL

37. Removal of Solar Collector Systems and/or Solar Panels shall require restoration of the installation location(s) to its original condition. Unit Owners shall be responsible for all costs related to restoration, remediation, repair, and/or replacement of such installation location(s). The Association may require temporary removal of Solar Collector Systems and/or Solar Panels for maintenance of buildings' exteriors and/or other work on the building.

SEVERABILITY

38. Should any provision hereof be determined to be invalid; the remaining provisions hereof shall remain in full force and effect.

INDEMNIFICATION

39. By installation of any Solar Collector System(s) and/or Solar Panel(s), the Unit Owners and/or Tenants, if any, and/or residents conclusively agree to indemnify and hold harmless the Association from liability for any damage or loss that occurs during, or in connection with, the installation, use or maintenance of any Solar Collector System(s) and/or Solar Panel(s) and to completely restore any installation

site(s) to its/their original condition upon removal of the Solar Collector System(s) and/or Solar Panel(s).

40. By installation of any Solar Collector System(s) and/or Solar Panel(s), the responsible Unit Owners and/or Tenants, if any, and/or residents conclusively agree to defend against any claims brought or actions filed against the Association with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.
41. By installation of any Solar Collector System(s) and/or Solar Panel(s), the responsible Unit Owners conclusively agree that, if the Association, in enforcing any part of this indemnity agreement, incurs expenses or becomes obligated to pay attorneys' fees or court costs, such Unit Owners will reimburse the Association for such expenses, attorneys' fees, and/or costs within thirty (30) days after receiving written notice from the Association that it incurred such expenses, costs, and/or obligations.

CONFLICTING PROVISIONS

42. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provision(s) set forth herein, shall be deemed void and the provision(s) herein shall govern.

4.11

GARAGE SALES/YARD SALES – ESTATE SALES. Garage Sales are strictly prohibited in the Condo/Town-Home Area and SFH Area from being conducted, in the community at any time. Estate Sales may be conducted in both the Condo/Town-Home Area and SFH Area, upon approval from the Board of Trustees. Signage is permitted for Estate Sales, refer to 4.1 for guidelines and restrictions.

4.12

CONDO HVAC RESPONSIBILITY. The HOA is not responsible for any installation, repairs or replacement relating to any of the Condo HVAC equipment, including the part of a chimney that extends above the roof; a chimney stack, and all its associated accessories.