



## Rules & Regulations

UPDATED 03/2021

**BIJOU VILLA CONDOMINIUM  
ASSOCIATION RULES AND REGULATIONS**

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## **Bijou Villa Condominium Association Introduction**

Bijou Villa Condominium Association is located in Neptune City and is incorporated under the State of New Jersey. It was incorporated in 1974.

All Unit owners are members of the Bijou Villa Condominium Association. All members and their tenants and guests are subject to the Rules and Regulations, Master Deed and By-Laws of the association.

All unit owners, tenants and guests are reminded that the By-Laws set forth in the Master Deed is the first document to be reviewed to address any questions that you may have regarding the community processes.

Any violation of the Association By-Laws or Rules and Regulations should be reported to the Association, in writing, to the attention of the Managing Agent. Only written and signed complaints will be processed.

Failure to comply with any rule, regulation or directive of the Association may result in monetary fines being levied to the individual unit owner's account whether the violation is committed by the owner, tenant, or guest of said unit.

The Association shall have the irrevocable right, exercised by the Board of Trustees or an authorized person, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common or Limited Common Elements, or for other legitimate purposes, such as for making emergency repairs as necessary to prevent damage to the Common or Limited Common Elements or to another Unit.

## **Definitions**

An "Owner" is the person or persons having legal title to the individual Condominium Unit.

A "Tenant" is the person or persons renting or leasing a Condominium Unit, or any other person or persons legally occupying a Condominium Unit.

A "Guest" is an invitee of an Owner or Tenant who is staying in a Condominium Unit and shall be accompanied by the Owner or Tenant while staying on the common area.

The "Common Area" is any area other than the interior space of a Condominium Unit.

"Limited Common Elements" shall include, but shall not be limited to entryways, common walls, balconies, patios or decks, front entrance areas or porches, designated as appurtenant to a specified Unit. Each unit-owner shall be responsible for maintaining, at their individual cost and expense, all areas designated as Limited Common Elements except, however, structural modifications and structural maintenance of the walls. In particular, each Unit Owner shall be responsible for any improvements to or maintenance in and to the patios or balconies. Upper decks and balconies that serve as a partial roof area to the units below have been refurbished by the Association. Unit owners with the Dura Deck remediation done to balconies or decks are not permitted to make any modifications to the decks, the adjacent parapet, or walls. Regular inspections will be conducted to ensure that decks are not damaged and being maintained by proper usage. Any damage to these deck areas will be repaired by the Association to prevent water damage to the building and the costs for any repairs caused by misuse or mistreatment of the surface area will be charged back to the unit owner.

A "Condominium Unit" is the volume or cubical of space enclosed by the unfinished interior surfaces of the exterior and interior dividing walls, ceilings, and floors thereof, including vents, doors, windows, basement areas and other structural elements that are regarded as enclosures of space. This includes but is not limited to the direct inner surfaces of interior walls, floors and ceilings consisting of wallpaper, patio, pipes, carpeting, masonry, tiles and all other finishing materials affixed or installed as part of the physical structure of the Unit and all immediately visible fixtures, mechanical systems (i.e., plumbing, electrical, appliances, etc. that service a specific unit and are not part of the common areas), and equipment for the sole and exclusive use of the Unit.

## Rules and Regulations

### 1. Lease/ Rental Restrictions

No less than a complete Unit may be rented. Rentals may not be for a period of less than twelve (12) months. A Unit may not be sublet by a tenant. The unit owner must provide a copy of the lease to the management company within thirty days of rent, or a fine of \$25.00 will be added to the maintenance fee for every month the lease is not provided.

All Owners must provide a copy of the following to the management company:

- Copy of the lease.
- Names of all individuals who will be occupying the Unit.
- Telephone numbers of all occupants in the Unit.

### 2. Exterior

No Owner or Tenant shall make or permit to be made any improvements or changes to the exterior of the common areas of the condominium without the prior written consent of the Bijou Villa Board of Trustees and without the designated building permits.

- Modifications - All proposed modifications must be submitted in writing along with a detailed plan showing all specifications, including color, size, placement, etc. and should be accompanied by the following:
  - o Type of material to be used
  - o Specification of proposed installation
  - o Name of contractor and contact information
  - o Contractor's certificate of insurance

It is the responsibility of the Unit Owner, not the Association, to obtain any necessary building permits that may be required.

The Board of Trustees shall have forty-five (45) days following the filing date to act upon any completed application, and its failure to act within such time frame should not be considered an approval of the application.

No owner or tenant shall permit any internal structural modifications whatsoever without written permission as described above.

### 3. Parking

There is one assigned parking space per Unit. Parking spaces are not deeded to the unit at time of resale. **All parking spaces are park at your own risk.** All parking spaces are assigned by management, with the assistance of an appointed Board in compliance with the administrative guidelines dated March 9, 2007. Assigned parking spaces are restricted to passenger cars, vans, motorcycles, and pick-up trucks, not exceeding  $\frac{3}{4}$  ton capacity. All vehicles must be in operable condition, have current license plates, registration, and inspection sticker. Any vehicle that does not comply with the above may be removed at the owner's expense. No vehicle with objects extending past the body may be parked in any of

the parking areas. Guest parking is available on the upper parking deck in unnumbered spaces only.

Nothing may be stored in the carport other than a motor vehicle.

No automotive work shall be performed on Bijou Villa Property.

No vehicles are to be parked in any driveway, as they are designated fire zones.

## **General Provisions**

### **4. Use of Condominium**

Condominium Units may not be used for anything other than single-family residential purposes. Commercial use of a unit is strictly prohibited.

### **5. Gardens**

No owner or tenant may plant or grow any kind of vegetation in the common area without the approval of the Board of Trustees. Potted plants are permitted on the Unit balcony as long as they do not exceed the height of the balcony railing.

### **6. No Laundry or Other Items on Exterior**

No owner or tenant shall cause clothes lines, towels, laundry, or mops to be hung or exposed on the common area or limited common area including patios and decks.

### **7. Exterior Patio, Balcony, Deck Storage**

Patios, balconies, and decks must be kept neat and orderly.

### **8. Common Area Usage**

No owner or tenant shall cause the common area or limited common area to be left in an unsightly condition.

### **9. Signage**

No owner or tenant shall cause signs, lettering, or advertisements to be exhibited, displayed, or attached to any portion of the common area, limited common area, or a condominium Unit, which is visible to the common area.

### **10. Exterior Decorative Lighting**

No owner or tenant shall display or install colored lights of any type located outside of the condominium Unit.

### **11. Window Treatments**

Draperies, blinds, curtains, or other window coverings must be installed by each owner on all windows of the Unit within six weeks of ownership and all owners must maintain the window coverings in good condition.

### **12. Common Areas**

The common areas shall not be obstructed in any manner. This includes but is not limited to storage of bikes, plants, or other decorative objects placed in hallways, on stairs or entrance areas to a Unit. (This is an emergency safety requirement that is enforced by the Borough of Neptune City).

### 13. Trash

Trash/ garbage is to be contained in plastic bags, securely tied, and deposited in the bulk containers/ dumpsters that are provided. Trash and garbage shall never be deposited in any of the common areas. All owners and tenants are advised that any contractor doing private work inside the Unit MAY NOT use the dumpsters. All residents that are disposing of bulk items MUST call the Borough of Neptune City. The telephone number for the Borough is 732.776.7224.

### 14. Recycling

All recycling guidelines are consistent with the Borough of Neptune City's Department of Public Works.

<https://www.neptunecitynj.com/public-works/pages/recycling>

Recycling material consists of the following:

- **Newspapers** - Tie with string, NO plastic or brown bags.
- **Cardboard** - Flattened to 2'X2' sections and tied with string. Allowed 2 bundles, 50 lbs. each.
- **Mixed Paper** - Place in an open bucket or tie with string. Allowed 2 bundles, 50 lbs. each or a 1 - 30-gallon container. Definition of mixed paper- junk mail, cereal boxes, pasta boxes, soda can containers, and all other types of paper/ chipboard that is not contaminated.
- **\*Tin/ Steel Food/ Beverage Cans** - Rinsed clean and place in an open container.
- **\*Glass Bottles & Jars** - Rinsed clean and place in an open container.
- **\*Plastic Recycling** - Rinsed clean, and place in an open container. All plastic bottles #1 & # 2, must be rinsed clean (beverage and other containers - neck of bottle must be smaller than the base).

### 15. Heat

All Unit owners or tenants shall maintain, at-all-times, a minimum of 55 degrees from October 15<sup>th</sup> through April 15<sup>th</sup> to prevent frozen water lines.

### 16. Sump Pumps

Sump pumps are the responsibility of each Unit owner to maintain, replace, and keep in good working condition.

### 17. Grills

In accordance with New Jersey State Law, propane and/ or charcoal grills MAY NOT BE USED ON ANY BALCONY OR DECK AREA. Patio units may use a gas grill as long as it stored at least 5 (five) feet from any part of the building structure, including an overhang of a balcony area.

**THERE ARE NO EXECPTIONS TO THIS RULE!!!**

**Units with a balcony or upper deck areas may use electric grills only!**

### 18. Bicycles

Bicycles are only permitted to be stored neatly in the bike racks provided in the designated areas located at each end of the undercover parking area which owners may use at their own risk. The Association assumes no responsibility for any damage or theft of bicycles. They are not permitted to be stored in the common areas including



hallways, entryways, or stairwells.

#### **19. Drain Line Management**

No owner or tenant shall flush anything down the toilet except for human waste and toilet tissue. This includes but is not limited to feminine products, kitty litter, coffee grinds, etc. No owner or tenant shall put liquids such as grease, or solid garbage (i.e., leftover vegetable scraps), etc. down the sink drains of the Unit.

#### **20. Ownership and Tenant Registration**

In order to maintain an up-to-date roster of all unit owners, the owner of a unit shall give the Property Manager two (2) weeks' notice of their intent to list his/ her unit for sale. Upon closing of the sale of the property, the owner shall notify management of the name and contact information of the new owner(s) within a week prior to lease start date. No unit may be rented for less than a twelve (12) month term.

#### **20. Noise**

Radio, television, sound systems, external speakers or any similar devices should not be operated at any time on the premises in such a manner or at such a volume so as to unreasonably annoy or disturb the peace, quiet and comfort of person(s) in any condo. These sound devices should not be operated any louder than is necessary for the convenient hearing for the person or persons who are the voluntary listeners.

In addition to the above, all residents should take into consideration the level and duration of any sounds to determine whether it is a disturbance in violation of this noise regulation. All residents should give respect to their neighbors. Residents are encouraged to speak to one another to resolve and/ or eliminate any potential noise issues. If a noise issue cannot be resolved between neighbors, the local police may be contacted for their help and intervention.

*The noise guidelines for Bijou Villa Condominium Association are taken directly from the Borough of Neptune City Noise Ordinance.*

#### **21. Storage**

A limited number of storage bins are available on-site for a monthly fee. To obtain a storage bin, please contact the management office to have your name placed on the waiting list. If you have immediate storage needs, it is suggested that you rent commercial spaces available throughout the local area. All rented storage bins at Bijou Villa are subject to inspection by the management company and local officials. No hazardous materials are to be kept or stored in these areas. Bins that house utility boxes, telephone equipment, fire alarm panels, etc. must have a clear path for access to all such equipment.

#### **22. Window Wells, Entryways and Stairwells are NOT Storage Areas**

They must be kept clear of all objects to be accessible for maintenance purposes, and to be in compliance with fire and safety codes.

#### **23. Roof-Top A/C Units**

The Board of Trustees has an obligation to maintain the integrity of the roofing system. Therefore, any unit owner having an air conditioning unit on the roof must receive

approval from the Board of Trustees before any major repair, replacement and/ or removal of the air conditioning unit is performed. In addition, any old units or equipment must be removed by owner prior to new unit/ equipment being installed.

#### **24. Insurance**

The Association must maintain insurance on the common areas. The Association's insurance does not cover the interior or personal property. As per the by-laws each unit owner must maintain their own policy with a minimum of HO-6 Homeowners Insurance Policy with a maximum deductible amount of \$500.00 per claim for the interior unit coverage as stated in property by-laws. The unit owner policy must include improvements such as carpeting, appliances, flooring etc. The owner must provide management with a copy of the policy held for each unit yearly.

#### **25. Pet Regulations**

All Unit owners or tenants who maintain pets at Bijou Villa shall be deemed to have indemnified and agree to hold Bijou Villa Condominium Association, its Board of Trustees, and all individual Unit owners free and harmless from any loss, claim or liability of any kind arising by reason of keeping and/or maintaining such pet(s) within the condominium areas.

All pets shall be registered with the Association and a copy of a current license verifying that the pet is vaccinated as per the township requirements must be provided. The management office can provide the pet registration form if needed.

Unit owners will be held responsible under the "noise rule" as defined in the Bijou Villa Rules and Regulations whenever a pet dog becomes a nuisance or an annoyance to another resident, such as a dog barking for extended periods of time or an intermittent regular basis over 30 minutes.

- Any unit having more than one (1) pet as of May 2012, will be considered as "grandfathered".
- **Definitions:**
  - o "Grandfathered" unit owners shall not be allowed to add or increase the number of Pets above the current number of pets in the unit as of the approval date of this publication.
  - o "Grandfathered" unit owners shall not be allowed to replace pets in the event the current number of pets decrease as a result of death of a pet unless it is the last pet in the unit.
- No animal, livestock or poultry of any kind will be raised, bred, or kept in any Unit or in the common facilities.
- One (1) dog or one (1) cat is permitted per Unit, provided that they are not kept, bred or maintained for any commercial purpose, and that they are housed within the Unit.
- No outside dog pens or yards will be permitted.
- Any dog or cat causing or creating a nuisance or unreasonable disturbance will be permanently removed from the property upon thirty (30) days written notice from the Association.
- All dogs and cats permitted by the Association must be leashed on leashes not to exceed six (6) feet at all times and will not be allowed to roam free.

- Unit owners must register their dog or cat with management. Unit owners will be subject to fines for maintaining an unregistered dog or cat within the Association. A Pet Registration Form, to be administered by the management, must be completed by each unit owner for the dog or cat he or she maintains within the Association. If a Unit Owner is required to have a service animal, they must contact management for the required documents that will need to be provided.

**Enforcement of the aforesaid regulations shall be on a "zero tolerance" basis as follows:**

**Fines for Pet Violations**

- Fines for the violation of these pet regulations shall be imposed, as described herein, for any one violation. The offending party shall also be responsible for the costs incurred by the Association for the cleanup of any violations.
  - A. **First Offense:** The offending party shall receive a verbal or written warning of the offense from the Association's Property Manager. The offending party shall also be responsible for the costs incurred by the Association for the cleanup of any violations.
  - B. **Second Offense:** The offending party shall receive a fine of \$50.00. The offending party shall also be responsible for the costs incurred by the Association for the cleanup of any violations.
  - C. **Third and each Offense thereafter:** The offending party shall receive a fine of \$100.00 per occurrence for any one violation. The offending party shall also be responsible for the costs incurred by the Association for the cleanup of any violations. The regulations imposed herein are in addition to and not in substitution of any other similar regulations in the Master Deed and the By-Laws of the Association.

## **26.Pool Rules and Regulations**

### **(ADDITIONAL RULES POSTED BY POOL ALSO ENFORCED AND POSTED AS A REQUIREMENT)**

- POOL HOURS 9 AM TO 8 PM
- NO LIFEGUARD ON DUTY. RESIDENTS AND GUESTS SWIM AT YOUR OWN RISK
- ONLY (4) FOUR PEOPLE PER UNIT ARE PERMITTED AT ANY TIME
- CONDUCT THAT ENDANGERS THE SAFETY OR COMFORT OF OTHERS IS PROHIBITED
- LAST PERSON LEAVING POOL MUST LOCK THE GATE
- ONLY BATHING SUITS CONSTITUTE PROPER SWIMMING ATTIRE
- INFANTS AND SMALL CHILDREN NOT TOILET TRAINED MUST WEAR AUTHENTIC SWIMMY DIAPERS UNDER THEIR BATHING SUITS
- GLASS CONTAINERS OF ANY KIND ARE NOT PERMITTED IN THE POOL AREA
- NO ANIMALS, EXCEPT FOR SERVICE ANIMALS, ARE ALLOWED IN THE SWIMMING POOL OR OTHER PARTS OF THE POOL ENCLOSURE
- A RESPONSIBLE ADULT MUST ACCOMPANY CHILDREN UNDER THE AGE OF 16
- RESERVING A TABLE OR SEATING IS NOT PERMITTED FOR ANY REASON – PLACING AND LEAVING TOWELS/ITEMS FOR ANY PERIOD OF TIME WHEN NO ONE IS PRESENT IS NOT PERMITTED AND WILL ALLOW FOR THE PRESUMPTION THAT THE SPACE IS ABANDONED AND AVAILABLE FOR THE USE OF OTHERS
- PERSONS SUSPECTED OF BEING UNDER THE INFLUENCE OF DRUGS OR ALCOHOL ARE PROHIBITED FROM ENTERING THE WATER
- NO SMOKING ON THE POOL DECK AREA
- NO DIVING OR JUMPING IN POOL – NO RUNNING ON DECK
- THE ASSOCIATION IS NOT RESPONSIBLE FOR ANY PERSONAL BELONGINGS IN THE POOL AREA OF ANY OWNER, RESIDENT, TENANT OR GUEST
- EVERYONE IS REQUIRED TO CLEAN UP THE AREA AFTER EACH USE. ALL GARBAGE SHOULD BE DISPOSED OF, CHAIRS PUT BACK INTO PLACE AND UMBRELLAS CLOSED. OUR POOL IS EVERYONE'S POOL THEREFORE EVERYONE'S RESPONSIBILITY
- POOL GATES ARE REQUIRED TO BE CLOSED AND LOCKED AT ALL TIMES. IF YOU ARE THE LAST PERSON TO LEAVE THE POOL DECK AT ANY TIME OF DAY YOU ARE REQUIRED TO LOCK THE GATES.

## 27. Bijou Villa Kayak & Paddleboard Rules & Regulations

1. A Storage Agreement must be executed and/ or signed between the Unit Owner and the Association for any storage of kayak, canoe, or paddleboards within the Association, the terms, and conditions of which shall be at the sole and absolute discretion of the Board of Trustees, and in such form as shall be promulgated by the Board.
2. All kayak/ canoe/ paddle boards will be assigned a numbered slot once payment has been secured and lease agreement signed.
3. Any kayak/ paddle boards not registered and on racks will be removed and discarded.
4. Any kayak/ canoe/ paddle boards, registered or not, cannot be stored in common areas, parking spaces, outside of front doors, on the lawn, near racks, on bulkhead etc.). They must only be stored in their assigned slot,
5. Failure to comply will result in kayak, canoe, paddleboard removal from the grounds and a fine of \$200 will be imposed to the owner.
6. Residents may not allow any non-Bijou resident to use their kayaks/ paddle boards and launch or disembark from our property without being accompanied by a resident.
7. Signs on bulkhead will be erected (from the grounds and water side) designating that the bulkhead and grounds are private property/ no trespassing and the racks and launching area are for the exclusive use of Bijou Villa residents only.
8. A ladder has been placed on the bulkhead for the purpose of launching and disembarking kayaks/ paddle boards into and out of the water and to serve the additional purpose of an emergency access from the water in case of need.

The Bijou Villa Condominium Association Inc., its management company, and agents will under no circumstances, be responsible and/ or liable for any hazard or occurrence, including but not limited to personal injury, property damage, contractual liability, theft, incidental, consequential, and/ or punitive damages, arising out of, or emanating from, storage or use of kayaks /canoes /paddleboards

## **28. Violation Enforcement Fines for All General Violations**

Infractions of the Rules and Regulations, By-Laws or Declarations of the Condominium Association may be reported, with a signed written complaint to the management company, or to the Board of Trustees.

### **Violations shall be subject to the following penalties:**

#### **1st Violation**

Written Notification to the owner and tenant occupying said unit. Where immediate compliance is not possible, up to two weeks may be allowed for corrective action.

#### **2nd Violation**

Written notification to the owner and tenant occupying said unit. A fine of fifty dollars (\$50.00) shall be assessed against the unit.

#### **3rd Violation**

Written notification to the owner and tenant occupying said unit. A fine of one hundred (\$100.00) shall be assessed against the unit.

After the third violation is assessed, each day that the violation continues will be considered a new violation and the fine will be assessed accordingly on a daily basis. Injunctive relief from the courts may be sought and all Association costs for legal services and attorney fees will be assessed against the unit involved.

## **Leaks**

All leaks must be reported in writing to the management company as soon as possible. The report may be initiated with a telephone call, but the problem must be documented in writing within three days of any incident.

Any work started by the Unit Owner without Board approval will be at the Unit Owner's expense and the Unit Owner will be held responsible for any work that does not comply with the local building codes.

Leaks may result in damage to the units located below. It is the responsibility of the upper unit's owner to repair any damage caused to the property of another unit owner.

All residents are encouraged to frequently check appliances for malfunctions. These include, but are not limited, to air conditioning units/ condensation lines, hot water heaters, dishwashers, and clothes washers/ dryers. Residents must also be aware of faulty plumbing, loose tiles, etc., in bathrooms, as bathrooms are frequently the cause of water damage to the units below.

Unit Owners are responsible to repair any damage caused to the property of another unit owner or to the property of the Association caused by any leak described above.

## **Social Media and Facebook for Bijou Villa**

Bijou Villa has created a private social media account for all residents. Facebook is a great tool that can be used to keep everyone informed and updated. Our page will be a "one-stop shop" where residents can find the most current information and announcements for our property.

Some things you will find on Bijou's new Facebook page:

- Community Events and Activities
- Maintenance Reminders
- Building and Property Construction & Upgrades
- Helpful Documents and Information
- Contacts and Helpful Phone Numbers

This page is private for our residents. Suggestions from residents are welcomed however to protect the privacy of our community submissions will be reviewed prior to posting by a selected group of volunteers.



### **Important Phone Numbers**

Emergency/Fire:	911
Neptune City Police Department:	732.775.1615
Borough Hall:	732.775.1607
Public Works Department:	732.775.1607
Public Library:	732.988.8866
The PRC Group - Main Office:	732.222.2000

## **Receipt and Acknowledgement**

I HAVE RECEIVED AND REVIEWED  
THE BIJOU VILLA CONDOMINIUM  
ASSOCIATION RULES AND  
REGULATIONS

*Print Name:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**Bijou Villa Condominium Association  
107 Riverview Avenue  
Neptune City, NJ 07753**

## **Pet Registration**

Owner Name(s): \_\_\_\_\_

Unit Number: \_\_\_\_\_

Pet Type:

Cat       Dog

Pet Breed: \_\_\_\_\_

Pet Name: \_\_\_\_\_

Approx. Weight: \_\_\_\_\_

## **Parking Space & Storage Bin Guidelines**

### **Parking Space Assignment List**

A list will be maintained by management on a first come first service basics. This list will include unit address, building number, owner name, tenant name, telephone number and current parking space assignment. This list will be updated by management with changes as soon as possible after new assignments are made.

### **Parking Space Assignment "Waiting List"**

A 'Parking Space Waiting List' will be maintained by management on first come first service basics. This list will include name, unit address, telephone, number, and current parking space assignment.

### **Storage Bin Assignment List**

A list will be maintained by management in storage bin order. This list will include bin number, amount, owner / tenant, unit address.

### **Storage Bin Assignment "Waiting List"**

A 'Storage Bin Waiting List' will be maintained by the Management on a first come first service basics. This list will include name, unit address, telephone number and current storage bin status.

### **Availability of the Above-Named Lists**

The above-named lists will be made available to any owner for inspection purposes upon request to the Board.

### **"Waiting Lists" Posted**

Parking space and storage bin 'waiting lists' will be posted on the Bijou Villa bulletin boards and updated as required. (contact information will not be included in the posted copy).

### **Method Used by the Board to Fill Open Parking Spaces and Storage Bins.**

A parking space or storage bin will be considered to be open when the Owner of the Unit sells or when a 'secondary' opening is created.

As a parking space or storage bin becomes open, Management will contact the top person on the corresponding 'waiting list' to inquire if he/ she wants the available open space or bin. If he/ she wants the open space or bin, the change will be made on a date determined by the management. If he/ she refuses the open space or bin, then management will contact the next person in line on the corresponding 'waiting list' to make an offer for the open space or bin in the same manner as was conducted (first come first service basis). If a person declines the open parking space or bin, his/ her name will remain on the 'waiting list' for any future openings. 'Secondary' openings created will be filled in the same manner above.

### **Unauthorized Assignments**

No resident will be allowed to make any changes in parking space or storage bin assignments unless it is in accordance with the above guidelines and authorized by the board. 'Swapping' of parking spaces between two (2) or more residents is not permitted.

## **Bijou Villa - Deck Care and Maintenance**

Bijou Villa Condominium Association has completed the deck surface project on your balcony area. Please read the following information on the care and maintenance responsibilities for your balcony area. If any damage is done to the new balcony you will be responsible for the cost or repairs or damage caused by improper maintenance.

### **Dura Deck Resurfaced Deck Maintenance and Responsibilities:**

The roof-deck areas have been a continued source of leaks that have caused many thousands of dollars in repairs both for the Association and unit owners at Bijou Villa. Normally, no roof area is designed to be used as a deck area for personal use. When Bijou Villa was originally built as an apartment complex, there were no decks on any units. When the property was converted to condominiums, the developer converted areas that were part of the original roof to decks for individual units. In the past, the Board and individual unit owners have used various products and processes to maintain the roof deck surface with very poor results. The current Board in an effort to resolve some of the ongoing issues at Bijou researched a solution and approved the replacement of all the deck surfaces with Dura Deck, a product that was designed to allow a roof area to be resurfaced as a durable waterproof cover. This product is a very thick vinyl product that is suitable for use on a surface that is part roof and part deck. You now have a Dura Deck surfaced roof deck for your personal use and enjoyment, and you will have the responsibility to maintain it.

Your deck will need to be maintained and used in accordance with the requirements for the product.

No modifications may be made on the deck surface or any area that is covered by Dura Deck. The product will be warrantied for 15 years to be waterproof if it is not compromised in any way. This includes, but is not limited to, attaching items like awning poles, antennas or other items that may puncture the surface material. Any other sharp or hot objects, nails, screws, glass, cement cinder blocks, or concrete containers that may break or become roughened and break through the surface must not be placed on the Dura Deck surface. No cigarette or cigar lit ashes are to come in contact with the Dura Deck surface, since they have the potential to burn through the material. All of these possible damaging occurrences must not be allowed on the deck area.

It is imperative that the drain be kept clear of debris. The drain itself is to be cleaned on occasion to remove any dirt or grime build up.

If the drain area becomes clogged and water cannot drain off the deck, it will cause the deck area to fill with water like a pool. The water can rise and drain off into a unit through the sliding door area, and, or drain into the storage bin and then drain down the exterior wall area into the unit(s) below. The pooling of water on the deck surface can reach over 10,000 lbs. of weight if it cannot drain, and this issue can cause the deck to collapse into the units below.

Any damage caused to the deck surface, common property, or other units by not properly maintaining your deck will be the unit owner's responsibility. The drains need to be kept clear year-round. If you are not going to be on site frequently, you need to make arrangements to have it checked and cleared.

Please enjoy your new deck, it should give you many years of good use. Remember to maintain your deck properly. The Association will place a work order to get your deck cleaned off if necessary due to an emergency, or homeowner request, if it can be arranged. The cost for this service will be charged back to your account