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RULES AND REGULATIONS

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PART II

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PART I
TAVISTOCK CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS

PREAMBLE

All unit owners and all tenants are required to be familiar with these Rules and Regulations. It is the owner's responsibility to provide a copy of the Rules and Regulations for each tenant and to make every effort to see that they are enforced. Copies are available for download at tavistockcondos.com.

By acceptance of your deed at Tavistock, each unit owner and every tenant agrees to be bound by such Rules and Regulations and also agrees to such sanctions as may be imposed by The Board of Directors for failure to comply with these Rules and Regulations. The Board reserves the right to impose fines and penalties pursuant to the governing documents of the Association.

RULES & REGULATIONS

SECTION 1: GENERAL

1. All requests, inquiries and complaints related to the maintenance and operation of the common elements of Tavistock of Cherry Hill shall be directed to:

TAVISTOCK CONDOMINIUM ASSOCIATION
100 TAVISTOCK ROAD
CHERRY HILL, NJ 08034

Email: tavistockcondos@gmail.com

Telephone: 856-354-9283

Text or call: 609-506-3003

2. Complaints, notice of violations or special requests should be in writing and signed by the unit owner.
3. If the actions or omission of a Unit Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit owned by others, then such Unit Owner shall pay for any damage, maintenance, repairs and replacements, that have arisen from those actions.

SECTION 2: DELINQUENT FEES

1. Unit owners who are delinquent in payment of condominium fees will not be permitted the use of the pool, clubhouse, or other facilities or participate in any of the governing activities of the condominium. Renters whose unit owners are in arrears for non - payment of condominium fees shall not be permitted use of the pool, clubhouse or other facilities. However, if the renter wishes to pay the maintenance fee, the Association will accept such payment and the renter will have the use of all amenities.
2. Condominium fees are due and payable on the first (1st) of each month and are considered delinquent after 5:00 p.m. on the tenth (10th) of each month. After the tenth (10th), a \$15.00 late fee will be assessed. If an owner's fees are delinquent after sixty (60) days, litigation shall begin for collection of all past due amounts and the owner shall be responsible for all attorney fees and court costs. All privileges will be terminated until fees are current.

SECTION 3: VEHICLES AND PARKING

A. PARKING LOT AREAS

1. The parking lot of each court will be divided into three sections— “NUMBERED” spaces for unit owners/residents; "RESERVED" for unit owners/residents; and an unmarked sections for VISITORS.
2. The "RESERVED" parking area will be for unit owners or their designee's only. There will be two marked (numbered or Reserved) parking spaces available to each unit. Any remaining spaces will be unmarked and designated as visitor parking area.
3. Any vehicle parked in a visitor parking space over forty - eight (48) hours without advance permission from the Property Manager is subject to removal at the owner's expense.

B. IDENTIFICATION OF VEHICLES

1. All vehicles must be registered with the Association via Unit Owner/Tenant Registration form. Identification must include: unit number, owners name, make of vehicle and tag number.
2. When a unit or vehicle is sold, or there is a change in tenancy, the Owner must notify the Association with details in order to update the registration.

C. RESTRICTIONS

1. Vehicle speed within Tavistock is Fifteen (15) miles per hour.
2. Horns are to be used only when necessary for safety.
3. No washing, maintenance or repair of any vehicle, other than emergency repair, will be permitted on Condominium property.
4. The Association will have the right to remove any inoperable vehicle within twenty - four (24) hours after notice to and at the expense of the responsible unit owner. In order for vehicle to be deemed operable, it must show a current registration and inspection sticker.
5. Guests and employees will park in the "VISITOR" parking area.
6. No piggy - back, double, overlap or sideways parking will be permitted.
7. The Health Club parking area is solely for unit owners and guests while utilizing the facilities.
8. No parking area or common element space will be used for the parking, storage and/or rep air of: Inoperative vehicles, boats and/or boat trailers, house trailers or campers and Mini-bikes.
9. No commercial vehicles including cars, trucks, vans, or pick-ups, will be allowed to park in any parking area without special permission from the Condominium Association, except for unit repairs or maintenance.
10. No vehicles will be allowed with objects protruding from tops, sides, etc.
11. Motorcycles are subject to inspection and approval and if approved, must have metal plates for use with kick stand. Motorcycles must be parked in parking spaces only, not on patio or grass.
12. Car bumpers shall not protrude over sidewalk or past curb.

SECTION 4: TRASH

1. No portion of the Common Elements or other portion of the property thereof shall be used or maintained for the dumping of rubbish or debris.
2. Trash is to be placed curbside in front of your unit only or in designated area .
3. Trash must be disposed of in containers approved by the Association or heavy duty plastic bags that must be securely tied shut. Newspapers and other recycling, if not in bags, shall be in neat bundles, tied securely. Recycling must be in appropriate containers provided by the Township of Cherry Hill.
4. Trash may not be placed out until after sundown on the evenings preceding scheduled collection days.
5. Nothing shall be burned, chopped, or cut anywhere on the common elements.
6. In the event trash is not removed on the scheduled collection day, residents must remove the trash from the common area and notify the Management Company immediately of the problem.
7. Residents must notify the Township of large items and for bulk pick - ups. Large items may be placed outside only on the evening before scheduled pickup.
8. Littering is strictly prohibited. The New Jersey State Litter Laws apply to all common areas. Guidelines for trash and recycling must be in compliance with the Township of Cherry Hill. For more information regarding guidelines and pickup day, contact the Department of Public Works.

SECTION 5: ALTERATIONS AND ADDITIONS TO BUILDING AND GROUNDS

1. Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of the Buildings or which will structurally change the Buildings. No Unit Owner may make any structural additions, alterations or improvements to the Units or Common Elements, without the prior written consent of the Board; or impair any easement without the prior written consent of the Board.
2. The Board shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration or improvement to his Unit within forty - five (45) days after receipt of such request, and failure to do so within the stipulated time shall constitute a consent to the proposal.
3. Neither the exteriors of the buildings nor any of the grounds shall be altered in any way without written approval from The Board.
4. No Unit shall be used for any purpose other than that which is contemplated by the "Master Deed".
5. Antennas or Satellite dishes of any kind shall not be installed on or about the exterior of any unit or building without the prior consent of the Board.
6. There shall be no window coverings such as awnings, blinds, shades, screens (except those that belong to existing windows) or window guards installed on or about the exterior of any unit unless approved in writing by The Board. Roll plastic to cover the windows and patio doors for energy conservation during the winter months, shall be affixed inside the unit only, not on the outside, and must be invisible from the outside.
7. All windows in units shall have the proper window coverings (blinds, drapes, shades or curtains) which must be in good condition within 30 days of settlement. The side of the window coverings showing from the outside must be in a neutral color: white, beige, ivory. Exceptions are valid only by approval in writing from the Board of Directors.
8. Except for signs posted by The Board for traffic control and the like, no signs shall be erected, posted or displayed upon, in, from, or about any unit or vehicle on the common grounds. FOR RENT/SALE signs are strictly prohibited.
9. Winter holiday decorations, including lights, wreaths and other exterior displays shall be put up no earlier than Thanksgiving and taken down no later than January 15.
10. Unit owners/residents shall not use adaptor plug - in sockets in outdoor light fixtures for holiday light displays - or for any other purposes.
11. The Board grants blanket approval for the planting of small annual type flowers within the planting beds adjacent to the unit's boundaries. Rose bushes, vegetable plants, wild flowers, perennials and any flowers exceeding twelve (12) inches in height are not permitted. Planting in approved unit planting beds shall be maintained by the planting unit owner. Landscapers are not responsible for any damage to plantings or other items in beds.
12. All other landscaping plans such as for patio extensions, require a written landscape plan and the written authorization of The Board before any planting can be approved.

13. Placement or hanging of any decorations, statues, flags, lawn ornaments, wind-chimes, bird houses/feeders or other items in the common elements is prohibited unless approved in writing by The Board.
14. Unit Owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the buildings (including exterior trim work, doors and windows) or the storage sheds or patios or terraces appurtenant thereto.
15. No enclosures, extension, alterations or screening of the patios and/or terraces are permitted. Each Unit Owner is responsible to promptly report to the Board any defect or need for repair, the responsibility for which is that of the Association.
16. No temporary or permanent structure such as trailers, tents, temporary storage units, shacks, barns or other outbuildings shall be erected or be on the common Window air-conditioners and exhaust fans are prohibited.
17. Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of the Buildings or the contents thereof beyond the rates normally applicable, without the prior written consent of The Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the common elements which will result in the cancellation of insurance on the Buildings or the contents thereof, or which will be in violation of any law.

SECTION 6: PUBLIC NUISANCE

1. Residents shall entertain in their units or on their patios only.
2. No resident or his invitee shall make any disturbing noises anywhere in or on the property or permit anything to be done therein or thereon which will interfere with the rights, comforts or convenience of other residents.
3. No exterior loudspeakers other than those contained in portable radios or television sets shall be permitted on any patio or terrace of any unit without the permission of The Board.
4. Residents shall not cause or permit any unusual or objectionable noise or odor to be produced to emanate from their units. The resident is responsible for the actions of his invitees. No immoral, improper, offensive or unlawful use shall be made of any Unit; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
5. All sports, games and play activities are prohibited from the common elements, with the exception of the tennis courts and designated play areas. There shall be no throwing of balls, snowballs, sticks, stones or other objects.
6. Temporary lifting of this restriction (#5) may be approved by The Board to accommodate social and special events.
7. Due to health hazards involved when feeding stray or wild animals, this practice shall be prohibited.
8. Social gatherings or parties are not permitted in the courtyard areas, parking lots, or other common elements adjacent to residential buildings, unless approved in writing by The Board.
9. Unit Owners, residents or any of their agents, servants, employees, licensees or visitors shall not, at any time bring into or keep in their units any flammable, combustible or explosive fluids, materials, chemicals or substances except for household use and in household quantities. KEROSENE heaters prohibited. Barbecues, hibachis or any source of open flame are strictly prohibited. Butane or any other type of gas tanks may not be stored in or near any unit.
10. No contractor or workman shall be permitted to do any work inside a unit (except for emergency repairs) and no furniture, appliance or other heavy or bulky materials shall be delivered to or from any unit, between the hours of 8:00 p.m. and 8:00 a.m. without the prior consent of The Board. Any damage that might occur to the common area by tenants, contractors or employees of the tenants or the unit owner, is the responsibility of the unit owner.

SECTION 7: DECKS AND PATIOS

1. Patio and balconies are not intended for storage. Patio furniture in good repair, plants and covered electric barbecues are the only items permitted thereon. Furniture, etc., is to be kept on the patio - deck area, not put onto the grass for any reason.
2. Each resident shall keep his unit's patio or balcony in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown there from or from the doors, windows or balconies - thereof, any dirt or other substance.
3. Clothes, bedding, laundry, towels or the like shall not be hung, aired or dried from balconies, patios or windows. Outdoor clothes lines shall not be used at anytime.
4. Deck drains are the responsibility of the homeowner and must be kept running clear and free of debris. Decks and drains are to be kept free from snow, ice and debris.
5. Any extension to existing patio (garden, etc.) must first be approved by the Board of Directors. Requests must be submitted to the office.
6. Dividers, screens, or drapes may not be installed on patio or deck or area around air conditioning units without prior written approval from the Board of Directors.

SECTION 8: GENERAL CONDUCT OF MEMBERS (Resolution adopted 9.6.2023)

1. All residents (Unit owners and tenants) shall comply with any municipal ordinance dealing with personal conduct.
2. Any violation of a municipal ordinance shall be considered a violation of the Association Rules.
3. Members and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members including members of the Board, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors.
4. Attendees at Board Meetings or other meetings of the Association may not engage in disruptive behavior such as obscene gestures, shouting, profanity, or other disruptive behavior. If attendees become disruptive, they may be expelled from the meeting and fined and/or sanctioned. Members and/or other residents shall not seek out members of the Board at their residence, either in person or telephone, to discuss matters regarding the Association, unless specifically invited by the Board member.
5. Members and/or other residents shall not obstruct or interfere with the rights of any other occupant to quiet enjoyment of the unit or in any way injure or purposely annoy them. Members and/or other residents shall not obstruct, instruct, interfere with, or make any requests for services from a contractor retained by the Association.
6. No resident shall stop an employee or contractor in the performance of his duties, give special instructions or ask favors of employees or contractors. All requests for services and/or complaints are to be submitted to the Association office.
7. Harassment of fellow residents on the basis of race, religion, nationality, gender, sexual orientation, handicap or any protected class is strictly forbidden.
8. Use of a racial epithet to a resident of a different race, or a derogatory term for ethnic or religious groups, is presumptively considered to be harassment.

SECTION 9: WATER DAMAGE

Except for the common water line entering the unit and the common waste stacks leaving the unit, all the piping, faucets, drains and appliances within the unit are unit elements which are the responsibility of the unit owner. The Association is responsible only for the common water feed line up to the unit shutoff valve and vertical waste lines servicing more than one unit.

A. SPECIFIC WATER UNIT ELEMENTS

Toilets, sinks, tubs, shower s, dishwashers, hot water heaters, washing machines, drains, traps, valves and connecting plumbing for all of the above are the sole responsibility of the unit owners. Outdoor faucets on end units are the responsibility of the unit owner.

B. RESPONSIBILITY FOR DAMAGES

The unit owners and/or tenants are responsible for any and all damage from leaks or flooding caused by any water unit elements located within their units. The unit owners and/or tenants responsibility includes damage done to common elements and the property of other unit owners.

SECTION 10: INSURANCE

Per the amendment to the by-laws voted on and registered with the County on 8/11/2011 all unit owners are required to carry adequate insurance, insuring all that is within their ownership as defined in the Master Deed. Damage due to inter-unit leaks, roofing leaks, deck leaks, chimney leaks, ground water, etc must be turned over to the unit owners carrier.

RESPONSIBILITY FOR DAMAGES

Should the actions, misuse, or negligence of a unit owner cause damage to the common elements or surrounding units, they will be presumed liable for all damages and any cost associated with such damage.

Enforcement of this regulation and all claims for damages will be administered by way of the appropriate legal action or the unit owners and their insurers. The Association will not act on behalf of the unit owners.

SECTION 11: SALE AND RENTAL

1. Any rental transaction occurring between an owner and tenant shall meet all requirements of the By-Laws. A copy of said lease is to be registered with Management Office.
2. Rental units must be inspected by the Township of Cherry Hill. A copy of the Certificate of Occupancy from the Township must be provided to the Management Office.
3. No unit shall be leased by the Owners thereof or otherwise utilized for transient purposes, which shall be defined as rental for any initial period of less than twelve (12) months. Air B&B, transient leasing is strictly prohibited.
4. Other than the foregoing obligations, all Unit Owners shall have the right to lease same provided that said lease is in writing and made subject to all provisions of this Master Deed, the By-Laws, Rules and Regulations of the Association and all local ordinances and provide further that any failure of lessee to fully comply with the terms and conditions of documents shall constitute a default under the lease.
5. In the event a tenant of a Unit fails to comply with the provisions of the Master Deed, the By - Laws or Rules and Regulations, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such violation and demand that the same be remedied through the Unit Owner's efforts within thirty (20) days after such notice. If such violation(s) is not remedied within said thirty (20) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation.
6. Such action shall not be compromised or settled without the prior written consent of the Board. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney - in - fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney - in - fact for the purposes described in this paragraph.
7. In order to provide for an orderly procedure in the case of title transfers, and to assist in the maintenance of a current roster of Unit Owners, the Owner of a Unit shall give the

Management Company timely notice of his intent to list his Unit for sale or lease his Unit.

SECTION 12: PETS

1. Dogs, cats, and other household pets of less than twenty (20) pounds may be kept as domestic pets, provided they are not kept for commercial purposes or breeding.
2. A maximum of two pets are allowed per unit.
3. Animals, livestock or poultry of any kind, regardless of number, shall not be maintained, kept, bred, boarded and/or raised within any unit or on any of the common grounds.
4. All pets shall be registered with the management office and shall be inoculated as required by law.
5. As required by the Township of Cherry Hill, all pets must be licensed. License numbers must be registered with the management office.
6. No animal is permitted to run at large on common elements. The owner shall keep the pet on a leash at all times and clean-up is required immediately . This includes dogs, cats or any other pet.
7. No pet is to be tethered on patios, decks, balconies or any tree or bush or in any common area at anytime. Unattached pets can be picked up by the police or dog enforcement officer.
8. Excessive barking or other pet nuisances is an encroachment upon the rights and comforts of others and shall be avoided with all due effort.
9. Repairs to damage to the common areas caused by a pet is to be charged to the owners.
10. For Pet License and Registration of Inoculation contact the Cherry Hill Township Department of Licensing.

SECTION 13: BUILDING ACCESS

1. The sidewalks, breezeways, entrances, stairwells and second floor landings must not be obstructed or used for any purpose other than ingress and egress to and from the units.
2. No tricycles, bicycles, motorcycles or other wheeled vehicles shall be allowed to stand in the sidewalks, stairwells or entrance areas.
3. Commercial grocery carriers or carts are not permitted on common elements.
4. Trash cans, recycling cans or other items may not be stored on steps, breezeways or any other common area.

SECTION 14: PENALTIES AND ENFORCEMENT

Pursuant to State of New Jersey mandate, the Board of Directors have put into effect the procedure (attached below-PART 2) for any violation or dispute that may arise as a result of an infraction of the Rules and Regulations, By-laws or Master Deed, voted on at an open meeting on October 10, 2005.

PART II

TAVISTOCK CONDOMINIUM ASSOCIATION **PENALTIES, ENFORCEMENT** **AND ALTERNATIVE DISPUTE RESOLUTION**

SECTION I: ENFORCEMENT

The Board of Trustees (the "Board") has the power and obligation to enforce the Master Deed, By - Laws and the Rules and Regulations of the Tavistock Condominium Association (the Governing Documents). It can do so through self-help, by filing complaints with local authorities or by filing suit in the Superior Court of New Jersey

SECTION II: FINES

The Board also has the power to levy fines against any Unit Owner(s) for violation(s) of the Governing Documents. No fine may be levied which exceeds the statutory limit as provided for in N.J.S . 46:8B - 15. Each day a violation continues after notice shall be considered a separate violation, with a separate fine. Collection of the fines may be forced against any Unit Owner(s) as if the fine were a Common Expense owed by the Unit Owner(s). Before any fine is imposed by the Board, the Unit Owner involved shall be given at least twenty (20) days prior written notice and afforded an opportunity to be heard, in accordance with the process described below.

Fines will be:

First offense:	\$100.00
Second offense:	\$200.00
Subsequent offenses:	\$200.00

SECTION III: WAIVER

No provision of the Governing Documents shall be waived because the Board failed to enforce previous violations or breaches.

SECTION IV: REGISTERING A COMPLAINT

Initiation of Complaint: Any Unit Owner, officer or agent of the Association can report a violation of the Governing Documents. Upon receipt, the managing agent shall conduct investigation of the circumstances surrounding the complaint and shall report to the full Board.

In those instances where the dispute is between individual Unit Owners, the Board may contact the affected Unit Owners and attempt to mediate the dispute.

In those cases brought by the Board in its official capacity, the Board shall notify the Unit Owner of the violation and request immediate compliance with the Master Deed, By-Laws and Rules and Regulations.

SECTION V: FORMAL PROCEEDING

If initial attempts to obtain compliance and/or resolve the dispute between neighbors is unsuccessful, either party may institute formal dispute resolution enforcement proceedings.

A. Unit Owner Complaint

1. Unit Owners may institute a formal complaint against another Unit Owner for violation of the governing documents.
2. The complaint must be in writing and state in detail the action complained of and the complaint must be as specific as possible regarding the times, dates, places and persons involved.
3. The Complaint must be brought and signed by two or more Unit Owners or the Association may decline to be involved.
4. Upon receipt, the Managing Agent for the Association shall schedule and provide thirty days (30) written notice to all parties of the hearing. Notice shall include the following:
 - i) A copy of the written complaint;
 - ii) A written statement that fines may be assessed;
 - iii) Notice of the right of either party to review the records of the Association prior to the hearing;
 - iv) Notice of the right to be represented by counsel

B. Board Complaint

1. Upon report of a violation and adequate investigation, the Board may elect to file, on behalf of the Association, a formal complaint against the offending party.
2. The Complaint shall state in detail the following:
 - iii) The act complained of; and
 - iv) The specific provision of the Master Deed, By - Laws or Rules and Regulations alleged to be violated.
 - v) Along with the Complaint, the Board shall serve upon the accused member a notice of hearing in the following form:

“You are hereby notified that a complaint has been filed against you by the Board of Directors. A hearing will be conducted at the following location: (Location, Day , etc.) upon the charges made in the complaint served upon you. A fine may be assessed against you for any past and on - going violations of the Governing Documents. Be advised that each day ongoing shall be considered as a separate offense and fined accordingly. You may be present at the hearing; may, but need not, be represented by counsel; may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the production of books, documents or other items by asking the Managing Agent.”

SECTION VI: HEARING

The Board shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be a Unit Owner or a member of the Board . At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Board may determine the manner in which the hearing will be conducted, so long as the rights set forth in this section are protected. The hearing need not be conducted according to technical rules of evidence. Counsel for the Association may be present at all hearings and may serve as hearing officer.

- A. In those matters brought by Unit Owners, the arbitrators shall be at least three members of the Board, or their collective designees.
- B. In those hearings involving a complaint instituted by the Board, the Board shall, at its option, appoint three members of the Association or an independent arbitrator, who may be an attorney knowledgeable in condominium law, to act as arbitrator.
- C. In any proceeding, the arbitrator shall determine whether the governing documents have been violated. The Board shall determine the sanctions to be imposed, if any.

SECTION VII: SANCTIONS

- A. Suspension of Privileges. The Board may suspend or condition the respondent's right to use the common elements and facilities. For any non - continuing infraction, the suspension shall be for no longer than thirty (30) days. For a continuing infraction, (including non - payment of any assessment or fine after the same become delinquent), suspension may be for so long as the violation continues.
- B. Fines and Other Remedies. The Board shall also have the right to impose fines to the extent that the Board is permitted to do so pursuant to the By - Laws and by law.

SECTION VIII: MEDIATION ALTERNATIVE

Prior to the commencement of any hearing by the Board, and for those matters brought by a resident, any party to the dispute or the Committee on its own motion may request mediation of

the dispute by an impartial mediator appointed by the Board in order to attempt to settle the dispute in good faith. Any such mediation shall be completed within fifteen (15) days after such request and in the event that no settlement is reached, all relevant time periods in the hearing process shall be extended for fifteen (15) days.

Due Process The foregoing procedures are intended to serve as a protection to Unit Owners to assure that their due process rights are protected in an adversary Proceeding, and to serve as a guideline for the Board in discharging their duties to enforce the Condominium Governing Documents. The Board and the Committee may determine the specific manner in which the procedures applicable to each of them respectively are to be implemented, provided that due process is protected.

Any inadvertent omission or failure to conduct an adversary proceeding in exact conformity with this procedure shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth herein.

"Due process," as used herein, refers to the following basic rights:

1. the charges shall be provided to the respondent;
2. a hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced;
3. basic principles of fairness shall be applied; and
4. a reasonable review of the salient facts and findings is made by the Board in the case of any appeal.

Updated April 1, 2024