



1225 Mulberry Drive, Mahwah, NJ 07430 (201) 327-3665 Fax (201) 327-4478
www.darlingtonridge.com

Welcome to Darlington Ridge Condominium Association!

As a new homeowner it is important that you are provided with information about your community. This package was designed to familiarize you with condominium living and those rules and regulations that have been approved by the Board of Trustees pursuant to Darlington Ridge Condominium Association's governing documents.

Your association is managed by Corner Property Management. I am your on-site property manager, and my office is located in the association's clubhouse at 1225 Mulberry Drive. I can be reached by telephone at 201-327-3665 or email linda.courain@cp-management.com

At your closing, you were given Darlington Ridge Condominium Association's Master Deed, Bylaws and the Rules and Regulations Binder, which you purchased at your closing, along with a receipt acknowledging your receipt of these rules and regulations. Please sign, date and return the receipt to the Association's management office at the address on the top of this letter.

Darlington Ridge Condominium Association holds 4 Open Meetings per year, which includes the Annual Election Meeting held in May. Community involvement in your Association and attendance at these meetings is encouraged. The meetings are listed on the Darlington Ridge website and in the Newsletters.

Please take a few moments to read through this package. Should you have any questions or concerns, please feel free to contact me at 201-327-3665. Additionally, Darlington Ridge has a website with further explanations and forms for your use. Please take a moment to visit the site at www.Darlingtonridge.com.

Please forward to this office a copy of your HUD statement as soon as possible.

Once again, on behalf of Darlington Ridge Condominium Association's Board of Trustees and Management, welcome to our community!

Sincerely,

Linda Courain, Property Manager
Corner Property Management

Welcome package

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**ACKNOWLEDGEMENT OF RECEIPT OF
DARLINGTON RIDGE CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS BOOKLET**

The undersigned(s) hereby acknowledges receipt of Darlington Ridge Condominium Association's Rules and Regulations Booklet on the date hereinafter noted and acknowledges the responsibility to read and abide by the same and to transfer them upon resale or rental.

Signature

Date

Address

Please print your name

Darlington Ridge Condominium Association
CENSUS FORM

Please fill out the following information completely. As per Policy Resolution #23, Annual Census Forms and return to the Management office: fax 201-327-4478 or email: Linda.courain@cp-management.com

HOME OWNER (S) NAME: _____ PKG
SPACE: _____

Example

56C3
UNIT ADDRESS: _____ TELEPHONE #: _____

Example: 1225 Mulberry Drive

BUSINESS #: _____ E-MAIL: _____

CELL PHONE #: _____

MAILING ADDRESS (if different from unit address): _____

HOMEOWNERS INSURANCE COMPANY:

POLICY # _____ EXPIRATION DATE _____

~~~~~  
PLEASE PROVIDE THE NAMES OF ALL RESIDENTS OF THE UNIT. PLEASE NOTE "A" FOR ADULT AND "C" FOR CHILD AFTER EACH NAME

RESIDENT #1: \_\_\_\_\_ RESIDENT #2:  
\_\_\_\_\_

RESIDENT #3: \_\_\_\_\_ RESIDENT #4:  
\_\_\_\_\_

IN CASE OF EMERGENCY, PLEASE NOTIFY:  
\_\_\_\_\_

NAME

Telephone Number

~~~~~  
MOTOR VEHICLE INFORMATION (PLEASE LIST MAKE, MODEL, YEAR & PLATE #):

VEHICLE #1:

VEHICLE #2:

DO YOU HAVE ANY PETS ? _____ DESCRIPTION:

**PLEASE COMPLETE PET REGISTRATION FORM*

DO YOU CURRENTLY LEASE YOUR UNIT? _____ LEASE EXPIRATION: _____

TENANT(s) Name: _____

Tenant Phone Number: _____ Tenant's email: _____

TENANTS INSURANCE COMPANY

NAME _____ POLICY # _____ EXP. DATE _____

Signature _____

DARLINGTON RIDGE CONDOMINIUM ASSOCIATION, INC.



General Information and Rules Package

About Darlington Ridge

Darlington Ridge is a condominium development consisting of 3-unit types in twenty-four buildings, which were constructed by K. Hovnanian Companies between 1989 and 1990. The Association is made up of townhomes, townplexes and condominium units for a total of 366 homes.

The Association is nestled in the heart of Mahwah Township located in historic Bergen County, New Jersey on 16 acres of land and set in a quiet and serene environment.

The Association's recreational amenities include two tennis courts, a heated swimming pool, and a playground for our younger residents, as well as a clubhouse intended for the sole use of the community's residents and their guests.

Visit us on our website www.darlingtonridge.com

Message from the Board

The Board of Trustees along with Corner Property Management is pleased to present this comprehensive package of information to the homeowners of Darlington Ridge. Many people have spent a great deal of time putting all this information together and we hope that you find it useful.

Please take the time to review this material since it contains important information on the rules that govern our Association. If any questions come up during your review, please feel free to contact the Association's management office for clarification.

Thank You.

Darlington Ridge Board of Trustees

Deb Conway	President
Carrie Longson	Vice President
Rhoda Erbstein	Secretary
Janis Schwartz	Treasurer
Linda Dominick	Trustee
Bob Smith	Trustee
George Westcott	Trustee

Welcome to the
DARLINGTON RIDGE CONDOMINIUM ASSOCIATION, INC.

Introduction

We at Corner Property Management are honored to be the management agent for Darlington Ridge Condominium Association and look forward to serving your community. You have purchased one of the highest quality homes available in a community association setting. We would like to extend our most sincere congratulations and best wishes for many years of enjoyment.

As a new homeowner at Darlington Ridge, you automatically become a member of The Darlington Ridge Condominium Association. The Board of Trustees and Corner Property Management have put together this information package to familiarize you with the functions and responsibilities of your association and the part that you will play, to assure that the Association is operating effectively to protect your investment and to preserve the common areas.

Darlington Ridge Condominium Association can be described as a miniature government and the By-Laws are the administrative documents by which the Association is governed. Through your voting power, you, as a homeowner, are encouraged to become involved in the enhancement of the common elements.

You have purchased a home in a community that will provide you with many carefree years of enjoyment, and it is our intent to ensure that this goal is continually achieved.

Sincerely,

Linda Courain
Corner Property Management

WHAT IS THE CONDOMINIUM ASSOCIATION'S FUNCTION?

The responsibility of the Association is to maintain, preserve, and control the common or shared areas of the community, known as common elements. It is the Association's duty to protect the investment and enhance the value of the property owned by its members.

The Association provides for the maintenance of the common elements including landscaping, snow removal, parking areas, refuse removal, and all common areas including the recreational facilities.

Additional responsibilities of the Association are enforcing the protective covenants in the master deed, the rules and regulations, architectural controls, and setting up an effective communication system among members.

The functions of the Association do not include maintaining the interior of the unit or those items described as part of the "Individual Unit" as outlined in the Association's governing documents.

WHOSE RESPONSIBILITY IS WHAT?

All areas of Darlington Ridge Condominium Association can be divided into 3 categories, Individual Unit, Common Elements and Limited Common Elements.

The Association's governing documents define any item that services a specific unit as part of the "Individual Unit". Some of these items include water heaters, air conditioning units, skylights, chimneys, and all plumbing and electrical fixtures. As such, the maintenance and repairs are the responsibility of the homeowner.

Common Elements are for the use of all residents, and each homeowner shares an undivided interest in the common elements. Common Elements include items such as the turf areas, roadways, parking areas, sidewalks and all recreational facilities. The Common Elements of the Association are the association's responsibility to maintain.

Limited Common Elements are Common Elements within the community designed for the sole use by a particular unit. Driveways, patios, decks, doors, windows, screens, sliding glass doors, and screen doors are some examples of Limited Common Elements. Some of the Limited Common Elements are the responsibility of the homeowner to repair and maintain, while others are the association's responsibility. The Association governs the appearance and use of all Limited Common Elements.

REGULATIONS OF THE ASSOCIATION

The By-Laws of Darlington Ridge Condominium Association are intended to govern the administration of the Association. Through the By-Laws, the Board of Trustees (discussed in the following section) is to provide for the management, administration, utilization, and maintenance of the common areas of Darlington Ridge Condominium Association.

The By-Laws disclose the guidelines for activities such as meetings, election of the Board of Trustees, board powers, budgeting, and management.

An important thing to remember about a community association is that it is a business. To be successful, it must be operated as such and have sound financial management. This includes establishing good financial and record keeping practices, creating practical budgets and common charges, and collecting common charges from all members on a timely basis.

BOARD OF TRUSTEES

The Board of Trustees is responsible for the property, affairs and business of the association and possesses those powers outlined in the Certificate of Incorporation, the Master Deed and the By-Laws, all contained in your public offering statement.

The Board of Trustees consists of 7 positions held by:

Deb Conway	President
Carrie Longson	Vice President
Rhoda Erbstein	Secretary
Janis Schwartz	Treasurer
Linda Dominick	Trustee
Bob Smith	Trustee
George Westcott	Trustee

Holding a position on the Board is not for every homeowner although every homeowner is involved in the association in some manner. Involvement for you may mean that you pay your maintenance fees on time, cooperate with the Association, and participate where you will be most effective, even if you only vote at the annual election meeting. You may also take a more active role by serving on a committee -- both you and the association will benefit.

Maintenance Fees

Your maintenance fees are based upon the budget developed by your Board of Trustees and the proportionate interest in common elements for your unit type. The Board of Trustees, dependent upon present and future financial information, will typically modify the association's operating budget on an annual basis.

Maintenance fees are paid monthly and are due on the first day of each month.

Prompt payment of the maintenance fees is vital. The Association relies on timely payments to pay its bills on time. Obligations of the association for such bills as the master insurance policy, landscaping, snow removal, and other vital services require timely cash flow!

RULES AND REGULATIONS

When any group of people, no matter what size, share property, rules must be set down for its use. These rules and their enforcement are essential to preserve property values in the community.

When the developer initially planned the community, a set of legal documents were prepared which established the community association, governed its operation, and provided rules for use of all units within the community. These legal documents are contained in your public offering statement and consist of the following:

Articles of Incorporation: Establish the Association and its purpose, structure and powers.

By-Laws: Establish rules for the operation of the Association through the officers, Board of Trustees, committees and membership meetings.

Master Deed and Protective Covenants: Detail each owner's property rights and the restrictions on use of the property, as well as the rights and obligations in the community Association. The regulations are set up to protect property values and maintain the appearance and integrity of the community. From the time you take title to your new home, they legally bind you.

ARCHITECTURAL CONTROLS

The governing documents provide for architectural control by the association. These controls are not set up to stifle your individual creativity, but rather to assure that the integrity of the original community design is preserved.

No changes may be initiated without written approval from the Board of Trustees.

If you wish to make any changes, you must first submit a Modification Request Form to the association's management office, indicating the type of modification you would like to make. The Board of Trustees will then review your Modification Request Form and responded to you, in writing, with their decision. *Modification Request form can be found on the Darlington Ridge web site.*

DOING YOUR PART

The key to a successful association is the support and enthusiasm of the membership -- and since you're a member, that means you. Again and again, association leaders say that member apathy is the plague of the Association -- This is true. Without the involvement of its members, the Association cannot operate successfully.

Be actively involved in the Association ... serve on the Board, head up a committee; lend your talent where it will be the most useful. You can also help the association by doing these three things:

1. Pay your maintenance fees on time.
2. Follow the rules, be cooperative and help where you can.
3. Participate in a meaningful way.

Again, the value of your home investment and the quality of your community depend on your community association ... and the success of the association depends on you. Give it all you can.

INSURANCE

In addition to the maintenance of your home, adequate insurance coverage is essential.

Darlington Ridge Condominium Association has secured insurance coverage for the Association and the **common elements**.

You as the homeowner are responsible for insuring your own unit and its contents, and personal property. These items are not covered by the association's insurance policy.

As a homeowner, you should consult an insurance agent to provide you with insurance coverage for **real and personal property** not covered by the association's insurance policy.

RENTERS

Each year many families are faced with the need to relocate either temporarily or permanently. The question arises: "What shall we do with our home? Do we have to sell, or can we rent it?"

Renters come under the same rules and regulations as each homeowner and accordingly, have the same privileges and use of shared property. The tenant **MUST** be made aware of his or her responsibilities, and it behooves the homeowner to define these terms in a clearly drawn lease. A copy of the Association rules **MUST** be provided to your tenant and made part of your lease.

Once a homeowner has leased their unit, he/she is required to provide the following to the Association's management office within fourteen days:

- Copy of executed lease.
- Copy of executed Standard Rider To All Leases Entered Into Between Unit Owners and Lessees" *This form can be found on the Darlington Ridge web site.*
- Copy of Mahwah Township's smoke detector certification
- \$125.00 rental agreement processing fee charged for the first year the Unit is rented and \$100 annually thereafter, to your maintenance account. This fee applies when you have obtained a new tenant or are extending the lease of your current tenant.
- Copy of completed Census Form for each lease or tenancy. *This form can be found on the Darlington Ridge web site.*

The Master Deed of the Association contains certain restrictions regarding rented units, and you should review these and/or call Corner Property Management for assistance.

Remember, it is your property and your standing in the association that is at stake.

RESALES

Sooner or later, you may wish to sell your unit. This is an important time for any homeowner, and you should proceed carefully.

First, check the legal documents; there are rules governing sales. When you sell your unit, you are responsible for informing the new owner about the Association, how it operates and what the individual residents' responsibilities are. Special care should be taken to explain the maintenance fees and the rules and regulations. It is also your responsibility to give the new owner the Public Offering Statement that was provided by the developer upon the initial sale of the unit.

Please contact the Association's management office when a date has been set for the sale of your home. There are important requirements of both the seller and purchaser at closing which the Association needs to be involved in.

MANAGEMENT

Smooth and efficient management means less worry for the homeowner and assures that property values will be maintained.

Corner Property Management is responsible for the day-to-day operation of the community and delivery of all services including:

- Grounds Maintenance
- Building Maintenance (exterior)
- Grass Cutting
- Snow Removal
- Trash Removal and Recycling, *provided by the Township of*

Mahwah

- Maintenance Fees Collection
- Accounts Payable
- Prepare Financial Statements
- Prepare Budget
- Process Requests

Corner Property Management has provided Darlington Ridge Condominium Association with a full-time on-site property manager, Linda Courain. Office hours are Monday 9:00 AM to 9:00 PM. Wednesday and Friday 9:00 AM to 2:00 PM, Tuesday and Thursday 9:00 A.M. to 4:30 P.M.

The telephone number is (201) 327-3665; website: www.darlingtonridge.com, email address: Linda.courain@cp-management.com

REQUEST FOR SERVICE

No type of communication is complete without a method for processing requests and airing disputes and grievances.

The managing agent for Darlington Ridge Condominium Association is Corner Property Management. Their role is to serve as the administrative arm of your Board of Trustees, and they should be your primary channel for communicating with the Association.

It is best if your requests are made in writing. This includes requests to modify your unit, reporting violations of the rules, or other areas for which you wish to see action taken. Items of a more routine nature will be taken by telephone.

Modification forms can be found on the Associations website

www.darlingtonridge.com

Send your requests to:

Darlington Ridge Condominium Association, Inc.
1225 Mulberry Drive
Mahwah, NJ 07430

PARKING

Each unit has been provided with a designated numbered parking space within the complex. The designated parking spaces for Townhome units are their driveways.

The unassigned parking spaces are governed on a first come first serve basis and may be used by any resident or guest visiting a resident.

Residents are required to park on the same street of their unit's address. This means the individual that resides at 1225 Mulberry Drive, must park their vehicle on Mulberry Drive.

DARLINGTON RIDGE CONDOMINIUM ASSOCIATION
Important Telephone Numbers

(Emergency 911)

On-site Property Manager	(201) 327-3665
After Hours Emergency	(844) 479-2676
Mahwah Police	(201) 529-1000
Mahwah Fire Company # 2	(201) 529-2711
Mahwah Municipal Administration	(201) 529-5757
Mahwah Library	(201) 529-READ
Mahwah Post Office	(201) 760-0892
Mahwah Building Department	(201) 529-5757
Mahwah Water Company	(201) 529-5757
Orange and Rockland Electric	(877) 434-4100
Public Service Electric & Gas	(800) 436-7734
Cablevision	(201) 236-9712
Verizon	
Repairs	(800) 275-2355
Service/Billing	(888) 892-5200

DARLINGTON RIDGE CONDOMINIUM ASSOCIATION
Telephone Numbers of Suggested Vendors

Below you will find some names and telephones of vendors the association suggests that the homeowners use. These vendors perform work for the association and may be helpful to you. Please note, should you utilize one of these vendors, the association assumes no responsibility for any work performed by the vendors. The homeowner uses these vendors at their own risk.

Thonus Plumbing & Heating	(201) 529-2525
Marron and Seibel Electrical	(201) 327-4004
S.L. Spaulding – carpenter	(201) 529-3511
Aardvark Pest Control	(973)427-1310
Clearcut Windows and Siding	(201) 512-1804
Classic Prop Painting	(201) 447-4653
California Ceilings	(201) 921-2039

3.01 Description of Units. Twelve (12) separate parcels Of real property, being the units, hereinafter more particularly described and as shown on Exhibits "G" "D" and "E" . Exhibit "G" describes the room layouts Of the several units at floor level.

Each Unit consists of:

(A) all the space within the area bounded by the interior surface of its perimeter walls and its lowermost floor and its uppermost ceiling as follows:

Bottom: The bottom is an imaginary horizontal plane through the highest point of the interior surface of each portion of the uppermost subfloor, generally concrete or gypcrete slab (originally installed by the Sponsor), within the Unit, and extending in every direction to the point There intersects or closes with a side of such Unit.

Top: The top is an imaginary horizontal plane along and coincident with the innermost surface of the studding or truss assembly of the uppermost ceiling and along and coincident with the exterior surface of any skylights, of the Unit and extending in every direction to the point where it intersects or closes with every side Of such Unit.

Sides: The sides of each Unit are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls (originally installed by the Sponsor) or where there is no studding, the innermost surface of concrete block perimeter walls or equivalent. Where no wall exists, the side is an imaginary vertical plane along and coincident with the exterior finished surface Of the windows or doors located on the perimeter Of such Unit. The sides of each such Unit are bounded by the bottom and top Of the Unit; and

(B) all appliances, fixtures, doors, , screens, skylights, interior walls and partitions, gypsum board and/or other facing material on the walls and ceilings thereof, the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements which are located within the boundaries of the Unit as set forth in (A) or which are exclusively appurtenant to a Unit, although all or part of the improvement may not be located within the boundaries of the Unit as set forth in (A) . Such appurtenant improvements include the following, to the extent that they serve an individual Unit only and not any other Unit or any portion of the Common Elements, no matter where they are located:

1. Any and all utility lines, pipes, vents and systems , including, but not limited to, (a) electrical wires and Wiring, fixtures, switches, outlets and circuit breakers, (b) water pipes and hose bibs, (c) sewer pipes and clean—outs, (d) vents and ducts, (e) telephone lines and wires , (6) master antenna or cable television wiring, except where ownership of any of the above is retained by a company, public utility, agency or otherwise providing service therefor;
2. Any fireplace, chimney or flue;
3. All utility meters not owned by the public utility agency supplying the service;

4. All equipment, appliances, machinery mechanical or other systems including, but not limited to heat pumps, air conditioning units, HVAC units located on concrete pads upon the Common Elements; and

5. All storage areas located within or Without the Unit 'which provide exclusive storage for the Unit.

The word when used throughout this Instrument, shall be deemed to refer to each of the aforesaid Units as herein described.

3.02 General Common Elements. The remaining portion of the lands and premises herein described with all improvements constructed and to be constructed thereon, including all appurtenances thereto, which said remaining portions shall be hereinafter known and referred to as 'Common Elements. More specifically, 'General Common Elements' shall include, but not be limited to, the following:

(a) The parcel of land described in Exhibits n C' and including the space actually occupied by the above.

(b) The Buildings described above including the space within each of Said Buildings not otherwise herein defined as being the Units, and including the foundations, roofs, floors, ceilings, perimeter walls, load bearing interior walls and partitions, slabs, stairways, passageways, pipes, wires, conduits, air ducts and utility lines, and utility connections, including the space actually occupied by the above.

(c) All of the roads, walkways, paths, trees, shrubs, underground sprinkler systems, yards, privacy fences, gardens, etc., located or to be located on the aforesaid parcel of land.

(d) All other elements Of the Buildings constructed or to be constructed on the aforesaid parcel of land, rationally of Common use or necessary to their existence, upkeep and safety and, in general, all other devices or installations existing for common. use, including but not limited to tangible personal property.

(e) The General Common Elements shall not include any of the Units as hereinabove described and as shown on the attached Exhibits "D" and "G", notwithstanding that the Buildings in which said Units shall be located may not have been constructed at, the time of the recording of this instrument, it, being the intention of the Sponsor that the interest in the General Common Elements appurtenant €0 each Unit, as said interest shall be hereinafter defined, shall not include any interest whatsoever in any of the other Units and the space within them, whether or not the Buildings within Which said Units are or shall be located, are constructed or yet to be constructed at the time Of the recording of this instrument.

3.04 Limited Common Elements. Portions of the Common Elements are hereby set aside and reserved or the restricted use of the respective Units to the exclusion of the other Units and such portions shall be known and referred to herein as "Limited Common Elements" The Limited Common Elements restricted to the use Of the respective Units are shown graphically in Exhibit "O" as well as being in Exhibit "E" In addition, all driveways leading to those Units having garages shall be a Limited Common Element for such Units. Assigned parking spaces shall be Limited Common Elements. The Association shall be responsible for clearing snow from all driveways and parking areas. Each Unit Owner shall be responsible for maintaining, at, their individual

cost and expense, all areas designated as Limited Common Elements. However, maintenance of the structural components of all Limited Common Elements shall be the responsibility Of the Association. Each Unit Owner shall be responsible for any improvements or maintenance in and to patios (enclosed and unenclosed), porches, decks or balconies including any glass, glass doors, screens or screen doors, none of which shall be the responsibility for maintenance by the Association. All Limited Common Elements, however, shall be in compliance with all governmental rules and regulations, as well as all rules and regulations of the Association, as provided for herein, or in the Bylaws.

REGARDING PET CURBING RULES .

It is prohibited to walk a pet to relieve itself in any manner on the sidewalks, plant beds, sodded areas, patios, balconies and entranceways. Walking a pet to relieve itself in roadways, parking areas and wooded areas only shall be permitted.

1. All pets must be kept on a leash at all times and are not allowed to run free.
2. Pets are not allowed to be tied outside of a unit on common grounds or left unattended on porches, patios or at the main entrance of a unit.
3. No resident shall keep or maintain any animal which habitually barks or cries so as to disturb the public peace.
4. No animals are allowed in the Clubhouse or in any of the recreational areas (i.e., pool, tennis courts, etc.)
5. Owners must use an implement or other means of picking up the droppings and disposing them in a sealed plastic bag regardless of area used. Sealed plastic bag must be disposed of in a trash dumpster. Disposing of droppings down a storm drain is prohibited.
6. All pet owners must provide written information to the Board of Trustees concerning their pet (s), as more specifically set forth in Attachment A, along with color photographs of all pets.
7. Unit owners/ tenants must complete the registration form by May 12, 1993. If the form is not returned to the Association by this date, a \$25.00 fine will be imposed and/or all recreational privileges (i.e., pool and tennis court use) will be suspended. New owners/ tenants after May 12, 1993 shall comply with registration requirements within two weeks of occupying their unit or acquiring pet. Failure to comply will result in the same aforementioned fine and privilege suspension.
8. A registration tag to be made available from the Association, must be attached to all pet leashes and displayed at all times.
9. Upon the filing of a complaint regarding any violation of the pet rules:

(a) The alleged violator/ unit owner will be sent a Notice of Violation and Cease and Desist Order, indicating the hearing date and fine which can be imposed, as provided in a specific fine schedule set by the Board of Trustees. The fine schedule is:

- (1) First violation — \$50.00
- (2) Second violation \$150.00 within the previous 12 —month period of the first violation.
- (3) Additional offenses — Up to \$500.00 per violation within the previous 12— month period of the two prior violations.

(4) If the alleged violator/ unit owner wishes to contest the notification, a full hearing will be held before the Covenants Committee, as scheduled.

Pet Registration Form

Occupancy Data:

Owners Name:

Unit Address:

Telephone Number: _____

Renter's Name if applicable: _____

Pet Information:

Breed and Name of Pet:

Breed and Name of Pet:

Color/special markings:

Rabies - Last Vaccination date(s): _____

License/Registration (s) number from the Township of Mahwah:

Date of License Expiration: _____

Attach color photo of each pet, labeled with name and address.

Pictures and Registration forms can be mailed or hand delivered to the onsite management office.

Please note there is a \$10.00 fee for first time pet registration.

Please make checks payable to Darlington Ridge Condominium Association.



1225 Mulberry Drive, Mahwah, NJ 07430 (201) 327-3665 Fax (201) 327-4478

www.darlingtonridge.com

MODIFICATION REQUEST FORM

Dear Board of Trustees:

Owner's Name: _____ Phone No: _____

Unit Address: _____

In accordance with the Declaration of Covenants, Conditions and Restrictions of Darlington Ridge Condominium Association. I hereby apply for permission for the following work:

Nature of Modification:

Contractor Company Name _____

Address: _____

Contact Person: _____ Contact Phone No. _____

Contractor must be approved by the Association and the following documents are to be submitted with this form:

1. NJ State Certificate showing the Contractor's license number.
2. The Contractors current Certificate of Insurance (COI), showing acceptable insurance coverage for comprehensive property liability, automobile, vehicular and equipment coverage, and Worker's Compensation. All COI are to name Darlington Ridge Condo. Assoc. and Corner Property Management as additional insured.
3. All Product Manufacture Specifications and drawings (if applicable).

Date

Home Owner Signature

Note: No structural Modifications of structural alterations on the inside or outside of any Unit are permitted without prior written approval of the Board. Under no circumstances are modifications to be made without Board approval. No interior plumbing or electrical modification can be made to any Unit without proper State, County and/or Local Township permits and inspection. Modification requests will be brought before the Board of Trustees for their review and determination. You will be advised accordingly.

DARLINGTON RIDGE CONDOMINIUM ASSOCIATION, INC.
THIRD AMENDED ADMINISTRATIVE RESOLUTION 26C
REGARDING RENTAL PROCEDURES AND FEES

WHEREAS, Section 5.11 of the By-Laws states: “The Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and may due or cause to be done all such other lawful acts and things as are required by law, by the Master Deed, by the By-Laws or otherwise directed or required to be done or exercised by members of the Association or owners of units, or by others; and

WHEREAS, Section 5.11(p) of the By-Laws empowers the Board, “To make and enforce compliance, by the levying of fines or otherwise, with such Rules and Regulations relative to the facilities, and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate Resolutions shall be binding on the owner, guest and occupants of units, their successors in title and assigns. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each unit owner promptly upon the adoption thereof or posted in a conspicuous place in the community building”; and

WHEREAS, Section 5.19 of the By-Laws entitled “Rental Restrictions on Units” provides that units shall not be rented for transient or hotel purposes, which is defined as a rental for a period of less than 180 days or if the occupants of the unit are provided customary hotel services such as room services for food and beverages, maid service, furnishings, laundry and linen, bell boy services, etc. Moreover, the same provides that nothing less than an entire unit may be leased and that leases must be in writing and restrictions contained in the governing documents, rules and regulations, and Condominium Act. Failure to undertake the same is treated as a default under the Lease. Furthermore, unit owners shall deliver a copy of each Lease to the Association. The said

section further provides further remedy in the event that the foregoing is not complied with to the extent that the Board is considered attorney-in-fact for the unit owner to seek eviction for failure to abide by the rental restrictions, and

WHEREAS, Section 5.11(Q) governs the obtaining and maintenance to the extent obtainable, in accordance with sound industry practice, certain insurance coverage on individual units, and

WHEREAS, the governing documents, the Condominium Act and case law provide the Association with authority to regulate rentals of condominium units including the review of rental agreements, stipulation of conditions, charge of rental fees, etc., and

WHEREAS, by local ordinance pursuant to State Law, it is required that, at the time of a rental, the owner shall procure a smoke detector certificate and the Association in the interest of protecting the common elements, desire to be provided with a copy of the same; and

WHEREAS, titled owners of certain units have failed to pay the required ongoing maintenance pursuant to the governing documents of the Association, and

WHEREAS, tenants of the titled unit owners have continued to make rental payments to unit owner, and

WHEREAS, the failure of unit owners to in turn make required maintenance payments to the Association has led to the sharing of such costs among other unit owners creating an undue and unnecessary hardship on the remaining unit owners and the Association at large;

WHEREAS, the Board of Trustees finds it necessary to revise and update Administrative Resolution No. 26C regarding rental procedures and fees;

NOW, THEREFORE, BE IT RESOLVED:

1. All unit owners shall advise the Association if they rent their unit within seven (7) days of entry into the written Lease.

2. All unit owners who rent their units shall utilize the required Association addendum/rider, entitled "Standard Rider to All Leases entered into between Unit Owners and Lessees," which shall include a provision entitled "Assignment of Leases and Rents" in favor of the Association for past due and future maintenance whereby tenant will make rental payment directly to the Association until maintenance is made current.

3. All unit owners who rent their unit shall provide the Association with a copy of the written Lease and Addendum in executed form on an annual basis. All Leases must be in writing; verbal month-to-month Leases are prohibited.

4. All unit owners who rent their unit shall require tenant to obtain, provide and keep in full force for the benefit of the unit owner, during the term of the Lease, liability insurance insuring the tenant and unit owner against any and all liability or claims of liability arising out of, occasioned by, or resulting from any accident or otherwise in or about the premises for injuries to any person for limits of not less than \$300,000. Unit owner shall, at least 15 days prior to the expiration or termination date on the policy, deliver a renewal or replacement policy with proof of payment to the Association. Unit owner shall then deliver a copy of such renewal or replacement policy to the Association. Upon the initial rental of the unit, unit owner shall provide a copy of such policy to the Association within 7 days of entry into the written Lease.

5. All unit owners who rent shall remit a rental agreement processing fee of \$125.00 at the time any unit is converted to a rental unit. Thereafter, all unit owners who rent shall remit a rental agreement processing fee of \$100.00 on April 15th of every year it is rented. Processing fees shall cover all clerical, office and file expenses relative to the monitoring of rental units. All processing fees shall be payable to Darlington Ridge Condominium Association. All unit owners shall ensure that a copy of the current written Lease is on file with the Association. All processing fee

payments and Leases shall be forwarded to the Association offices at 1225 Mulberry Drive, Mahwah, New Jersey 07430.

6. After the expiration of each lease, there is a 30-day time frame within which to submit the new lease or advise that there is no new renter and to turn in any pool passes. Otherwise, unit owner will be subject to fining pursuant to the within fine schedule.

7. If the unit is not being rented and is being kept vacant, any issued pool passes must be returned to the Association.

8. All unit owners shall provide the Association with a copy of their smoke detector/carbon monoxide certificate, which is required by local ordinance to be procured from the Township of Mahwah, at the time of leasing and re-leasing their unit, with the lease and fee.

9. Anyone violating this Resolution will be sent a Notice of Violation and Cease and Desist Order indicating the hearing date, fine and/or sanction which can be imposed as follows:

- A. First violation - \$75.00;
- B. Second violation - \$150.00 within 12 months of the first violation;
- C. Additional offenses up to \$500.00 per violation within 12 months of the 2 prior violations;
- D. Possible pursuit of injunctive relief.

10. If a violator wishes to contest the notification, a full hearing will be held before the Covenants Committee and/or ADR Committee. Otherwise, the fine, sanction or order noted will be due and owing and will be treated as other delinquencies or violations pursuant to the governing documents.

DARLINGTON RIDGE CONDOMINIUM ASSOCIATION, INC.
STANDARD RIDER TO ALL LEASES ENTERED INTO
BETWEEN UNIT OWNERS AND LESSEES

1. This Rider is an integral part of all Leases with regard to all units within the subject Association. Failure to include this Rider in all such Leases will subject the unit owners to fines, penalties and/or revocation of privileges as provided for in the governing documents.
2. It is agreed to by the parties hereto that all unit owners/lessees are obligated to comply with the By-Laws and Master Deed of the Association, all rules and regulations and resolutions. Failure to comply with the same will subject said parties to fines, penalties and/or evocation of privileges as provided for by said documents. See By-Laws, articles 1.02, 4.02, 5.09(P).
3. The subject Lease shall not be for any period of time less than 180 days. See Master Deed, Article 5.19.
4. The Lease shall not include the provision of customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, bell boy services, etc. See Master Deed, Article 5.19.
5. The Lease shall be for the entire unit and not just a portion of the same. See Master Deed, Articles 5.03, 5.19.
6. The Lease shall be for private, single family residential living for use as a single housekeeping unit. There shall be no more than a total of 3 full time residents of a one (1) bedroom unit; 5 full time residents of a two (2) bedroom unit and 6 full time residents of a three (3) bedroom unit. See Master Deed, Article 5.03.
7. Failure of a tenant/lessee to comply with the governing documents shall be a default under the Lease. See Master Deed, Article 5.19.
8. The unit owner shall deliver a copy of the required written Lease with the Association. See Master Deed, Article 5.19.
9. Tenant/Lessee shall obtain, provide and keep in full force for the benefit of the unit owner during the term of the Lease, liability insurance insuring the Tenant/Lessee and unit against any and all liability or claims of liability arising out of, occasioned by, or resulting from any accident or otherwise in or about the premises for injuries to any person for limits of not less than \$300,000. Such policy and all renewals are to be provided to unit owner at least 15 days prior to expiration or termination date on the policy. Unit owner shall at least 15 days prior to expiration or termination date of policy deliver a renewal or replacement policy with proof of payment to the Association.
10. In the event that a tenant/lessee fails to comply with the governing documents, in addition to other remedies, when notified by the Association of such violations, the unit owner shall remedy the same within 30 days after notice. If the violation is not remedied, the unit shall immediately at his/her own expense, initiate and diligently prosecute an eviction action. Any such action cannot be settled or compromised without prior written consent of the Association.

If the owner fails to comply, the Association has the right to institute such action as the unit owners attorney-in-fact at the unit owners sole cost and expense, including legal fees. Such costs are a lien on the unit to be enforced and collected as common expenses pursuant to the governing documents.

11. The Lease of the unit does not relieve the unit owner of the responsibility to pay maintenance, assessments and fines. In the event the unit owner defaults on such payment, it is agreed that rental lease payments shall be assigned to the Association to satisfy the same until fully paid. Such assignment shall not place the lessee in default or breach of the Lease. Such assignment shall require rental payments to be made directly to the Association, when notified by the Association or its Property Manager, with notice to the unit owner, until further notice of the Association.
12. Any fines imposed by the Association due to the conduct of the lessee shall be the responsibility of the lessee and the unit owner.
13. This Lease shall not be valid until such time as a \$100.00 Lease processing fee is paid to the Association by check made payable to Darlington Ridge Condominium Association, Inc., and forwarded to the Association's office at 1225 Mulberry Drive, Mahwah, New Jersey 07430. Leasing without the required Lease and Rider shall subject the unit owners and tenants to sanctions per the governing documents and resolutions.
14. Pursuant to municipal ordinance, the unit owner shall procure a valid smoke detector certificate which shall be provided to the lessee and the Association. Failure to procure and provide the same shall subject the unit owner to sanctions per the governing documents and resolutions.
15. The governing documents of Darlington Ridge Condominium Association, Inc. requires the payment of monthly maintenance. Landlord is entitled to collection of rents pursuant to the terms and conditions of this Lease. Upon the filing of a duly recorded Notice of Lien by the Association against the unit, Landlord hereby assigns to Darlington Ridge Condominium Association, the rental payments for this Lease to be applied toward the unpaid balance of any past due maintenance and all other indebtedness of Landlord to Darlington Ridge Condominium Association, Inc. The terms and conditions of this Rider constitute good and valuable consideration for the assignment and collection of such rents. Tenant, upon notice of the filing of the Notice of Lien, hereby agrees to make such payments in lieu of rental payments directly to Darlington Ridge Condominium Association, Inc. This assignment shall be binding upon and shall inure to the benefit of Darlington Ridge Condominium Association, Inc., its respective successors, assigns, heirs or personal representatives.

Witness

(Unit Owner- Sign)

(Unit Owner - Print Name)

Witness

(Unit Owner - Sign)

(Unit Owner - Print Name)

(Unit owner address)

Witness

(Lessee - Sign)

(Lessee - Print Name)

Witness

(Lessee - Sign)

(Lessee - Print Name)

COMPLAINT FORM

This Complaint is the first step in the process of trying to resolve a dispute between owners and residents in "Darlington Ridge Condominium Association." When this form has been completed, it should be mailed or delivered to the Property Manager at the above address. This form will be given to the person with whom you have a dispute. That person will be given an opportunity to stop the behavior about which you are complaining, or to request a hearing pursuant to the Alternative Dispute Resolution provisions of the Condominium and consistent with the statutes of the State of New Jersey. When you transmit this form to the Property Manager, please provide a day time telephone number where you may be reached. Your contact information will be kept confidential. This form is not for disputes with the Condominium Association itself.

The Person Making the Complaint:

Name: _____

Address: _____

PhoneNumber: _____

The Person or Entity to Whom the Complaint is Directed:

Name: _____

Address: _____

The Nature of the Complaint:

Description: (Briefly describe the problem. If you need more space, attach a separate sheet)

State date(s) of Complaint of Activity: _____

State time of day of Complaint Activity: _____

State time of day of Complaint Activity: _____

State narrative of your Complaints:

In the event you are asserting a violation of a particular rule, resolution or covenant, please identify by Resolution No., Section of By-Law or Section of Master Deed, the rule which you allege has been violated.: _____

Signature

Date

DARLINGTON RIDGE RECYCLING

WHAT IS TO BE RECYCLED and to How to Prepare It



Darlington Ridge is a multiple family residence which has "on premise depot" for all recyclable items to be picked up. It is located on the corner of Cranberry Court and Mulberry Drive.

The Township Recycling regulations include the following items:

Recyclable glass, plastic, tin and aluminum recyclable items can be placed in the same recycling container for pickup by the Township Recycling Department. Newspapers, magazines, cardboard are to be tied bundled and placed at the Recycling Depot next to the recycling trailer/container. Please take the time to tie up the items. Maintenance spends an average of 6-8 hours a week cleaning up the recycling center. All items must be placed in the proper container/area **without plastic bags. Please do not put cardboard in the recycling trailer, set it along the side.** All recycling material can also be dropped off at the Township Recycling Center.

1. **Newspapers:** Newspapers must be bundled and string tied. NO brown bags, magazines or junk mail are to be included in the bundles. Bundles should not be more than 30 pounds in weight. **NO HARD COVERED BOOKS**
2. **Magazines:** must be bundled and string tied. No newspapers, brown bags or junk mail are to be included in the bundles. Bundles should not be more than 30 pounds in weight. **NO JUNK MAIL**
3. **Cardboard:** SHIPPING AND CORREGATED BOXES ONLY. **NO FOOD BOXES/NO PIZZA BOXES** Cardboard should be folded or cut and string tied in bundles weighing no more than 30 pounds. For large amounts of cardboard, call the recycling center for special arrangements. **Do not leave cardboard in the recycling center unless it is tied up.**
4. **Aluminum & Metal Cans:** Food and beverage cans only. All labels must be removed and insides should be rinsed clean.
5. **Glass:** All food and beverage glass goods should be rinsed clean and unbroken. **No mirrors, plate glass, china, light bulbs, ceramic or porcelain goods will be collected.**
6. **Plastic:** Only plastic beverage containers WITH CAPS REMOVED will be collected.

DO NOT LEAVE ANY electronics at the recycling center or in the corrals, they will NOT be picked up. Including but not limited to computers, TVs, microwaves, fax machines, stereo systems, etc. cannot be thrown away, they **must be recycled properly.** You have to bring them to the **Township Recycling Center on North Railroad Avenue,** which is open Monday through Friday and on Saturdays. If there are any questions, please call the Department of Public Works - 201-529-3344.

The Township Recycling Center will not pick up and does not accept used motor oil, antifreeze, tires of any size, PAINT CANS (unless the paint is dried up), propane tanks of any size. These items can be disposed of through the Bergen County Hazardous Waste Collection Program. Contact 201-807-5825 for further information or check their website www.bcua.org. **DO NOT LEAVE THESE ITEMS IN THE CORRALS.**

IMPROVEMENTS AND CONSTRUCTION WITHIN YOUR UNIT

Do your homework before hiring a contractor.

It is important that all contractors are licensed within the State of NJ and have proper current insurance. Before a contractor begins work in your Unit, obtain the contractor's certificate of insurance and call their insurance company to verify that the policy is current. Also, keep in mind, contracts are required by law for any work over \$500.00.



All residents having work performed in their Units are responsible for the following:

- ✚ A Modification Approval request form must be filled out and submitted to the Board of Trustees for review. Modification Requests are required, but not limited to the following:
 - Replacement windows, installation of exterior doors, screen doors, patio doors.
 - Wood/engineered flooring
 - Any and all work that requires a permit from the Township of Mahwah:
 - Kitchen/bathroom renovation
 - Basement renovations
 - Replacement of furnaces, HVAC Units
 - Water heaters
 - Plumbing/electrical work
 - Fireplace work
- ✚ All State, Federal, and Municipal permits. If you are unsure if your work requires permits, contact the Twp. of Mahwah Building Dept. 201-529-5757.
- ✚ Construction work can be performed during the hours of 8 AM to 6 PM Monday - Saturday
- ✚ Debris removal, this includes all cleaning of the common areas. ie. hallways, sidewalks, grass areas and parking lots. We have had resident complaints of dust, wood splinters, nails/screw, etc. being left behind.
- ✚ Construction debris cannot be left in the trash corrals or on the property. This includes flooring, bathroom fixtures, cabinetry, windows, doors, etc.

You do not need a modification request when you:

- ✚ Paint
- ✚ Replace carpeting
- ✚ Replace Interior doors

Please note, contractors do not submit the Modification Request forms to the Management Office, Home Owners are responsible for this.

If you are unsure if your work needs a modification approval contact the management office. Modification Request Forms can be found on the Associations website, listed above.

TRASH PICK UP



Trash pickup occurs Monday and Thursday mornings.

Bulk items, such as furniture or appliances, are picked up once a week. Leave inside the garbage corral Wednesday night for Thursday morning pickup. Should you have any questions on bulk pickup, please contact Roselle Disposal at 973-227-7020.

All household garbage is to be placed inside the dumpster. **Please do not leave garbage outside of the dumpsters.**

At no time is construction debris to be thrown away or left in or around the corrals; this includes water heaters, carpeting, bathroom fixtures, cabinets, paneling etc. The Township will NOT pick up these items. It is your responsibility to ensure your contractor is disposing of construction debris properly.

Paint cans can be thrown out if the paint inside the can is DRY. If the paint is dry, the cans are to be placed inside the dumpster.

Please DO NOT LEAVE recycling items in the corrals or dumpsters.