

(REVISION)

October 6, 2008 (Resale & Rentals) (#29 Pool and Adding #37 Pool Rules)

January 31, 2009 (Added #38) Prohibited Items

## **THE RITZ CONDOMINIUM ASSOCIATION** **RULES AND REGULATIONS**

This booklet of rules and regulations, originally a part of the Condominium documents, has been developed to aid you, your neighbors, and the entire Ritz Condominium Association through your Board of Trustees, in preserving the basic objectives of gracious and harmonious living and the high values of our respective properties.

Although you have purchased your living unit, you now also share with approximately 320 others the ownership of all the common properties such as the building, grounds, elevators, recreation areas, and the landscaped areas that surround the building.

As an owner you are responsible to assist the Board of Trustees to administer properly the business affairs of the Association so that we can all participate in the comforts and enjoyment that condominium life was designed to afford. As a renter, it is your responsibility to adhere to all applicable rules and regulations.

These rules may repeat, reaffirm, or be in addition to rules originally stated in our master deed or by-laws. These are subject to change by a majority decision of the Board of Trustees. If any rules previously adopted by the Board have been omitted inadvertently, the rules as they were adopted will still apply. This booklet has been compiled as a handy source of information and should be given to every new owner and renter. Should a situation arise, not specifically addressed in this booklet, please check with management for clarification and guidance.

### **RULES AND REGULATIONS**

1. **AMBULANCES:** If an ambulance is expected, the front desk should be notified to prevent any elevator delays. It is however, the ultimate responsibility of the resident to notify the ambulance service. If assistance is needed, call the Front Desk.
  
2. **ASSESSMENTS AND MAINTENANCE FEES:** The primary source of income is monthly maintenance payments. These payments are due and payable on the first of the month. For any monthly maintenance payment not

received in the Condominium Office by the 10<sup>th</sup> of the month a \$40.00 late fee will automatically be charged to your account and \$10.00 every month thereafter that a balance exists. Payment for miscellaneous charge invoices is due upon receipt. Any miscellaneous charges not paid within one month will incur a late fee. A lien will be placed on all accounts in arrears 2 ½ months with the unit owner being responsible for all associated charges. Accounts in arrears over 4 months will be turned over to the condominium attorney for collection. All legal fees associated with these actions will be applied to the owners account. Condo Fees can be mailed to the Condo Office or paid in person at the Condo Office (Monday – Friday 9am to 5pm) and (by check) at the Front Desk on Weekends.

### 3. **AUTOMOBILES AND PARKING REGULATIONS:**

- Parking regulations are under the supervision of the Board of Trustees.
- Only vehicles with a valid Parking Permit may park at the Ritz Parking areas.
- Parking is not permitted at the entrance in front of the building. If you must stop briefly at the entrance, you may do so for no more than 15 minutes. If you block another car in, you must leave your keys with the Front Desk. Failure to do so may result in your car being towed.
- Monthly parking at \$100.00 per month is subject to availability. It runs from the 1<sup>st</sup> of each month with no adjustments. Payment for parking is the responsibility of the Permit Holder. A \$100.00 refundable parking deposit is required. Cancellation of parking must be made to the Condominium Office by the 20<sup>th</sup> of the last month an owner wants parking or they will be charged for the next month. It is the full responsibility of the Permit Holder to properly administer and display a valid parking sticker. Cars not displaying a valid Parking Sticker run the risk of being towed.
- Temporary Parking Stickers must be paid for and displayed by the 1<sup>st</sup> of each month. There is no “grace period” allowing use of an expired parking sticker in the Ritz parking areas. We suggest that payment be made during the last week of the prior month. Upon receipt of payment you will be issued a monthly parking sticker. The preceding month’s sticker must be returned to the Condo Office to receive the current month’s sticker. Failure to present the preceding month’s parking sticker will result in the loss parking privileges.
- Only emergency repairs are permitted in parking areas. Repairs to cars other than emergencies are prohibited.
- Use of the Parking Facilities is at users own Risk.
- Payment for and pickup of Parking Permits is administered by the Condo Office only.

4. **BICYCLES:** All bicycles are prohibited inside the building for any purpose. The Bike Room is available to residents of the Ritz only. Bicycles stored in the Bike Room must be properly placed and secured in the bike racks provided. All bicycles stored in the bike room must be registered and annual fee paid in the Condominium Office. A sticker is issued each year and must be affixed to the bicycle. Bicycles not displaying this yearly sticker will be removed from the Bike Room. Use of the Bike Room is at users own Risk.
5. **BUILDING ENTRY DOOR PROXIMITY ACCESS PASSES:** All Owners and Tenants are required to use their Key Access Fobs or Cards when entering the building. Name Specific Key Fobs will be issued to owners (on the deed). Name Specific Electronic Key Cards will be issued to tenants (on the lease) \$10.00 deposit. Under no circumstances can owners or tenants allow the use of these entry devices by others (friends, visitors, guests, or family members). It is “mandatory” that residents with Fobs or Key Cards have their picture taken as part of our Photo ID Security System. Non compliance with these requirements will result in deactivation. Except for owners and tenants, all others entering the Ritz are considered visitors or guests and must sign in at Security upon entry. A \$20.00 fee will be charged for lost Fobs or Key Cards and reprogramming of a deactivated Fob or Key Card.
6. **CARTS:** Carts are kept near the front desk as a courtesy to the residents. Before taking a cart, please sign for it at the Front Desk. Carts can be used for 15 minutes and must be returned to the Front Desk.
7. **CHILDREN:** Playing or loitering in hallways, stairways, elevators, parking areas, lobby, or other common areas are not permitted. Carriages and Strollers are not permitted to remain in the lobby, card room or hallways.
8. **CONDOMINIUM DOCUMENTS:** All unit owners, tenants, visitors, and guests are to adhere to the Master Deed and By Laws.
9. **COMMON AREAS:** No sleeping or loitering in any Common Areas (exception pool deck). Library hours 9am till 11pm / TV Lounge hours 11am to 11pm. Unit owners are not permitted to attach anything to the outside walls, windows, or doors. Do not shake mops, tablecloths, rugs, or brooms, from windows or doors. Satellite dishes are not allowed. Window coverings facing the outside shall be white. The common elements shall be used and treated by all owners, tenants, and visitors in a manner that promotes harmony, fosters privacy and quality of life, and provides for the enjoyment of all within the Ritz Community. Such use shall be in accordance with the "intended" and "suited" use of the common elements. No solicitation for business by any resident, visitor, or business interest shall be allowed within or on the common elements of the Ritz Condominium with the exception of the 6 existing "Ritz" commercial condominiums and their respective businesses. Proper attire must be worn at all times in all common areas. This includes shoes, shirts, and cover-ups.

10. **DOORS:** Management reserves the right to remove inappropriate decorations from the Unit doors.
11. **EMERGENCY INFORMATION:** Do not panic if you become stuck in the elevator. The elevators have safety devices and can be quickly accessed. Press the emergency telephone button on the control panel. When the security person responds, you will be given appropriate directions.
12. **EMPLOYEE / OWNER RELATIONS:** The success of the Ritz Condominium Association depends upon the quality of the relationship between the Association, our employees, owners and the general public. Owners should communicate with other owners and employees in a respectful, honest and courteous matter. If there is a dispute between an owner and an employee the owner or the employee may speak to the General Manager. Each dispute will be handled on a case by case basis. If the dispute is not settled, the matter can be taken to the Board by either the employee or the owner.
13. **FIRE ALARMS:** If the fire alarm sounds do not use the elevators. Proceed to leave the building by the nearest stairway exit.
14. **FITNESS ROOM AND SAUNA:** Only residents, tenants, and their guests staying in the building can use the fitness room and sauna. You must be 16 years of age or older to use these facilities. Appropriate gym attire (i.e. gym shoes and shirts must be worn by all persons who choose to utilize this facility. Individuals must wear a shirt when in the gym area. The lockers in the locker room are for day use only. Locks and contents left overnight will be removed.
15. **FOOD AND MISCELLANEOUS DELIVERIES:** Food and other items ordered for delivery must be picked up at the Front Desk. When the delivery person arrives at the building, the Front Desk will call your unit and advise you to come down and pick up your delivery. A local telephone number is necessary for the desk to contact you. Individual situations involving disabilities etc. can be brought to the attention of the Condominium Office.
16. **FOOT BATH:** When returning from the beach, please use the outside foot bath located on the Iowa Ave. entrance to the building.
17. **FRONT DESK:** If you are expecting visitors, please inform the Front Desk and you will be notified when your guests arrive. Please report any disturbances or suspicious activity to the Front Desk (609-347-1795).
18. **GARBAGE REFUSE AND TRASH:** All refuse and trash must be placed in plastic bags, secured firmly, and deposited in the trash chute. Be sure to push the refuse to the back of the chute so it can fall freely when the chute door is closed.
19. **GUESTS AND VISITORS:**

**Guests** (Authorized use of an Owners unit for 2 weeks or less). The owner must notify the condo office the name of the authorized guest/s and duration of their stay. A Guest Pass will be issued by the front desk. Guest must sign in each time they enter the building. Owners are fully responsible for any damage caused by a guest to the common elements or Condominium property.

**Visitors** (A person visiting a unit occupant). Upon arrival at the front desk, Security must announce their arrival to the unit occupant and get clearance to allow the visitor up into the building. A local telephone number is necessary for the desk to contact you. Visitors must sign in and out each time they enter or leave the building. Owners are fully responsible for any damage caused by a visitor to the common elements or Condominium property.

For definition purposes, a guest is deemed to be a tenant after 2 weeks of occupancy and is required to fulfill the Landlord/Tenant requirements of the Ritz Condominium Association Rental Policy. This also applies to friends and family members regardless of whether rent is charged or collected. Ritz Security shall require that photo ID be produced by visitors or guests prior to entering the building. Refusal will bar them from entry beyond the front desk.

20. **KEYS:** A duplicate set of keys to your unit must be given to the Condominium Office. It will be used only in emergencies while you are away. If it is necessary to break a lock or door to combat fire, water leaks, etc. you will be responsible for any repairs and any damage to adjacent units resulting from the failure to provide duplicate keys as stated above. The Condominium Office is not responsible for the distribution of keys to realtors, guests, contractors, etc. If using the Ritz parking area and blocking another vehicle please be sure to leave your car keys at the front desk. Failure to do so is a major inconvenience to others and may result in your car being towed.
21. **LAUNDRY ROOMS:** As a courtesy all laundered items must be removed promptly from the laundry machines. Lint screens must be cleared after each use.
22. **LOBBY AND ELEVATORS:** Appropriate behavior and treatment of the elevators, lobby, furnishings, and facilities are expected at all times. Do not allow children to play in the elevator. Roller skates or blades are not to be worn in public areas. Children under the age of 14 must be accompanied by an adult to use the Lobby Facilities. Under no circumstances may unattended children be permitted in the Lobby.
23. **MAINTENANCE REQUESTS:** Many requests are received for work from individual unit owners that according to the master deed and by-laws are not the responsibility of the Association. The maintenance staff will perform certain maintenance requests at a cost of \$30.00 per man-hour up to the first hour and \$30.00 per man-hour or part thereafter plus the cost of materials. Please contact the Condominium Office at 609-347-7889. If you are a tenant and require repair or maintenance in your rental unit, please contact the

person who handled the rental with you. They will contact the Condominium Office with the problem. In the event that the rental person cannot be reached, please call the office number at 609-347-7889. Maintenance is available 24 hours a day for emergencies and regular business hours for certain repair calls. If there is an emergency please contact the Condominium Office during regular business hours at 609-347-7889 and the Front Desk at 609-347-1795 after business hours.

24. **MOVING IN OR OUT / DELIVERIES – LOBBY/ PASSENGER**

**ELEVATOR RESTRICTIONS:** Reservations for the use of the service elevator must be made with the Condominium Office a minimum of two days in advance. The elevator is to be used between 8:00 a.m. and 4:00 p.m. Monday through Friday. Moving and or deliveries will not be permitted on Saturdays, Sundays, or Holidays.

Construction materials, Furniture, Appliances, Tools, Surfboards and similar bulky items are prohibited from being brought through the Boardwalk Corridor, Lobby or moved in the Passenger elevators. Such items must be brought into the building via the loading dock and service elevator. The determination of whether an item is too large or bulky will be made by the Condo office and/or the Security Staff.

25. **NOISES AND DISTURBANCES:** All members and occupants, and their guests, renters and invitees, shall exercise extreme care about making noises or in the use of musical instruments, radios, television and amplifiers so as not to disturb other members or occupants. No obnoxious or offensive activities of any kind shall be carried on, in or upon the common elements or in any unit or shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to other residents or occupants of the Condominium

26. **OPEN HOUSE:** No occupant may hold an open house for the general public anywhere in or on Ritz premises for the purpose of selling an apartment or its furnishings. An “open house” advertised to the public at large constitutes a serious breach of security. Residents who wish to inform others living in the building of their intent to sell an apartment or its furnishings may do so by posting notices in the mailroom.

27. **PETS:** One small pet (20 lbs or less) such as a dog or cat, which offers no threat to other owners or occupants, shall be permitted per unit to the owners provided thereof. In no event shall any tenant, guest, or visitor be permitted to have any pets in any unit or on the common elements. Guest, visitors, or tenant pets brought into the Ritz will result in a \$50.00 per day fine to the unit owner. Permitted pets must be on a short leash at all times while passing through the common elements and shall not be permitted in or on the property of other unit owners without their permission and shall not disturb other unit owners or their guests, renters or invitees. All pets must be registered yearly in the Condominium Office. A copy of the Pet Registration Form and its requirements can be picked up at the Condominium Office. Pet owners shall be required to clean up after their pets and shall be responsible for all damages to the common elements and property of other unit owners caused by their

pets. If a pet owner does not immediately clean up after his or her pet, or if a pet owner does not immediately repair any damages caused by his or her pet to the common elements or the property of other unit owners, then the Association shall clean up or repair such damage and the pet owner shall be charged for the expense entailed. No outside pens or doghouses are permitted. No livestock, poultry, reptiles or exotic pets of any kind and no dangerous pets shall be raised, bred or kept in any unit or in the common elements. Refusal of owner to register pet after notification will result in a \$50.00 per day fine.

28. **PHOTO ID BADGES:** Everyone listed as owners and all renters listed on a lease must have a photo ID badge to use the facilities. These badges can be obtained from the Condominium Office. There is a \$10 fee to replace your ID badge. Ritz Security shall require that Ritz ID badges be produced upon entering the building.

29. **POOL:** See #37

30. **RESALE AND RENTALS:** This is a residential community and is to be enjoyed as such. To sell or lease, an owner is required to follow these basic rules:

- Notify the Condominium Office of your intent to sell and execute the Ritz Condominium Unit Owner Authorization Form (available in Condo Office). Please note the requirements for scheduling the showing of a property are detailed.
- Once under contract, the Title or Realty Company is to contact the Condominium Office one-week prior to closing in order for the bookkeeper to complete the closing documents. There is an Association fee for preparation of the paper work. A charge for any lien on record is assessed for legal fees. (Rules and Regulations acknowledgement by buyers is required before the closing documents are sent out).
- Condominium Documents are an integral part of your sale transaction. The seller is obligated to supply the buyer with a complete set. If the original set has been lost, there will be a charge of \$150 for replacement documents.
- At time of settlement a two month Capital Contribution is due from each new unit owner. This Capital Contribution is not refundable.
- When renting / leasing a unit, Landlords and tenants must also comply with the Ritz Condominium Association Rental Policy (available at Condo Office). Please check with office as to fees, requirements, required documentation, and prohibited items prior to leasing to assure a smooth process and timely occupancy.

- Minimum rental is for two weeks.
- Renters must obtain photo ID. (Rules and Regulations acknowledgment is required before ID cards and key access cards are issued).
- No Subletting is permitted.

31. **RULES FOR OWNERS AND RENTERS:** Rules for owners, tenants, visitors, and guests are supplied to each unit owner. Please place this booklet in a conspicuous location where your guests, visitors, and renters cannot miss it.

32. **ROOF:** Only authorized personnel are permitted on the roof.

33. **UNIT RENOVATIONS AND SERVICE CONTRACTS (OUTSIDE CONTRACTORS):** The following are the basic regulations adopted by the Board of Trustees to protect all unit owners from damage caused by improper renovations by outside contractors, to prevent breaches of security, to minimize our insurance risks, and to prevent damage to our common elements:

- 1 Certain types of renovations including demolition and facility tie ins are prohibited from Memorial Day to Labor Day (effective 2007). Please see Condo Office for determination before scheduling any work during that period.
- 2 Unit owners must present a narrative, sketch, or plans for the work to be done within a unit to Management for approval. If a contractor is used, contractor information must be included. (Form available in Condo Office).
- 3 If a building permit is required; such permit can be obtained from the City of Atlantic City Building Department. A copy must be submitted to the Condominium Office.
- 4 Contractors and Subcontractors must supply the Association with a Liability Insurance Certificate prior to start of work for at least \$500,000 made out to the Ritz Condominium Association.
- 5 The owner must notify the Condominium Office prior to the contractor's arrival for permission to enter the building on a given date, stating exactly and fully the nature of the work to be done. This is especially important for any plumbing and electrical work. All plumbing or electrical work must be done by State Licensed and Atlantic City Licensed contractors.
- 6 All Contractors shall have been registered and approved by the Office as to Nature of Work, Unit #, and schedule prior to entry into the building. Contractors must sign in upon authorized entry and sign out when exiting the building.

- 7 There are no deliveries or contractors permitted in the Ritz before 8:00 a.m. or after 4:00 p.m., or any work done in the building on Saturdays, Sundays, or Holidays without Management's approval.
  - 8 Contractor ID Badge may be required by Management
  - 9 No doors may be wedged open.
  - 10 Any work involving Ritz Condominium Staff will be charged at the hourly maintenance rate. Any required plumbing or electrical shutoffs will be billed based upon duration and complexity.
  - 11 Contractors must remove discarded carpeting, old appliances, and other replaced parts and materials from the premises. It is your responsibility to see that this is done. Such refuse is not to be deposited in the dumpsters or other receptacles which are provided for normal household use. If any refuse is left on the premises or in our dumpsters, you will be charged for its disposal. Contractors must keep all Common Areas "continuously" clean during the Construction process.
  - 12 Ritz facilities may not be used for construction work or the storage of tools, materials, or refuse under any circumstance. All costs related to repairs for damage to elevators, sidewalks, lobbies, or any other common elements caused by contractor's carelessness is the owner's responsibility.
  - 13 Architectural drawings must be submitted to the Condominium Office for approval prior to any alterations to existing walls or ceilings.
34. **SMOKING:** Smoking is prohibited in all public areas of the building including all hallways, restrooms, stairways, laundry areas, trash areas, elevators, lobbies, and interior pool areas.
35. **UNOCCUPIED UNITS:** All unit owners should be aware of energy conservation. During the heating season please close all windows and set thermostat at 55 degrees when your unit is unoccupied. During the cooling season please turn air conditioning off when not occupying the unit.
36. **WHEELCHAIRS:** No wheelchairs or other ambulatory aids may be stored in the lobby.
37. **POOL:** Entry and Exit to the Pool Facility shall be "only" through the 2<sup>nd</sup> floor Health Club by use of Fob or Key Card. Guest must be accompanied by a Resident or "present" a Yellow Guest Card. (See #19 re: Obtaining a guest or visitor pass) Residents are allowed up to 4 Guests.

The Ritz Pool and Spa Facility is governed by the Ritz House Pool Rules, NJ Hot Tub / Spa Rules, and the NJ Pool and Spa Rules. All people entering the facility must abide by these Rules. (See attached Pool / Spa Rules)

**38. PROHIBITED ITEMS:** No new Washer / Dryer hookups, No (non Bathtub type) Jacuzzi's, and No Waterbeds.

Both Buyers and Renters must acknowledge these Rules and Regulations before the Condominium Office will process the paperwork necessary for Sales and Rentals (see attached acknowledgement page).

Thank you for your continued cooperation in following these simple rules and regulations, which will insure the continued comforts and enjoyment of all owners and renters living at the Ritz.

**Absolutely No Visitor, Guest, or Tenant Pets  
are Allowed in the Ritz at Any Time**