

Welcome to
Riverwalk at
Clifton
Condominium
Association

**RIVERWALK AT CLIFTON
CONDOMINIUM ASSOCIATION
WELCOME PACKAGE**

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SECTION

1



Riverwalk at Clifton Condominium Association
Clifton, NJ 07014

Dear Owner:

Welcome to Riverwalk at Clifton Condominium Association. We at Associa Community Management Corp. are the managing agents for your Association and our job is to oversee the financial affairs of the Association as well as the maintenance of the common areas.

Service requests, general inquiries and account questions can be directed by logging onto TownSq at www.townsq.io. Important Association documents and community updates are also posted to TownSq. Additionally, you can reach our Customer Service team by phone during office hours at 973-773-6262.

If you have an emergency during non-business hours, please contact our after-hours emergency service by calling 973-773-6262.

You will receive by separate mailing each month, an invoice for your monthly maintenance fee obligation, beyond what was collected at closing. Please forward payment per the instructions on the statement. Please refer to the enclosed "Ways to Pay Maintenance Fees" for all payment options that we offer.

Please also be aware that the common elements of the Association, generally consisting of the exterior of the buildings and common grounds, are subject to use restrictions. The present restrictions are contained in Article X of the Master Association's Declaration. These restrictions address such issues as parking and permitted vehicles, modifications to building exteriors and common grounds, satellite dishes, pets and signage. All owners are encouraged to familiarize themselves with these initial restrictions. Among other important topics, these rules and regulations outline the process of which to make modifications, as well as pet restrictions. Please take particular note that any changes to the exterior of your unit or surrounding grounds require application to and approval by the Board of Trustees.

Sincerely,

ASSOCIA COMMUNITY MANAGEMENT CORPORATION

Michael Pesce

Michael Pesce, PCAM
President

SECTION 2



Payment and Billing Options

We are happy to offer a number of different ways for you to pay the maintenance fees for your home as well as to receive billing information. By default, you will receive a maintenance fee statement in the mail each month. E-statements are available as well, simply go to communityservices.opt-e-mail.com and register.

There are four ways to pay your maintenance fees:

1. Pay by mail: free!

Place your check and the remittance slip in the envelope provided in the mailing, add a stamp and drop it in the mail box. Please allow an extra few days for the mail to be received.

2. Using your own bank's online bill pay: free!

If you choose this method of payment the following must be done to ensure payment is received:

- Your Association name must be listed as it appears on the statement.
- Your account number must be listed as it appears on the statement.
- The address of the receiving bank must be listed as:

(Your Association Name)

P.O. Box 67750

Phoenix, AZ 85082-7750

3. ACH Electronic Funds Transfer: Free!

Enclosed is the form to sign-up for your maintenance fees to automatically be debited from an account of your choice each month. Note you will need to include a voided check to enroll.

4. Pay via TownSq: Security convenience fee required

Visit and register on our revolutionary platform at www.townsq.io where you can pay using your checking account or by credit/debit card. A convenience fee is charged to cover 3rd party expenses of keeping credit card and bank account information secure per PCI .

Your current account balance and history can always be found at www.townsq.io. If you have any questions about the charges on your account, please call our local, Fairfield, New Jersey Customer Service Team at 973-773-6262.



REQUEST FOR AUTOMATIC PAYMENT OF ASSESSMENTS

Thank you for your interest in Electronic Funds Transfer. Please fill out the following information to complete this request.

HOMEOWNER AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

I authorize the branch and the financial institution listed below to debit my bank account automatically for each association assessment billing period. **Note: Information below is required. If not provided, there will be delays in processing your direct debit request.**

Management Company Name: _____

Homeowner Name: _____

Homeowner Account Number: _____

Association Name: _____

Address And Unit #: _____

City: _____ State: _____ Zip: _____

Direct Debit Start/Stop Date (MM/YYYY): _____ / _____

Homeowner Bank Name: _____

Homeowner Bank Routing Number: _____

Homeowner Bank Account Number: _____

CHECKING ACCOUNT – Include a voided check from the account you would like to debit

SAVINGS ACCOUNT – Include letter from bank that includes your full account number and routing number. **Statements will not be accepted.**

Only checks for US Banks will be accepted. Deposit slips cannot be used in place of a voided check.

Signature: _____ Date: _____

In order for funds to be pulled in time for next month's assessment, this form must be received no later than the 20th of the prior month. The automatic payment process will begin with your next assessment period once we have received your completed form and either your voided check or letter from bank that includes your full account number and routing number.

Return by email: Scan and send this form and a voided check to:
csscdirectdebit@associa.us

Return by mail:

Complete and send this form and a voided check to the following address:

OR

Associa

1225 Alma Rd., Suite 100
Richardson, Texas 75081

SECTION

3

**RIVERWALK AT CLIFTON
BOARD MEMBERS**

PRESIDENT

Robert Solotist
149 Riverwalk Way
Clifton, NJ 07014
3/18-3/23

VICE PRESIDENT

Karen Sharp
151 Riverwalk Way
Clifton, NJ 07014
3/18-3/24

SECRETARY

Steve Ezring
153 Riverwalk Way
Clifton, NJ 07014
3/19 – 3/22

TREASURER

TRUSTEE/ASST. SECRETARY

Peter Caltabellota
116 Riverwalk Way
Clifton, NJ 07014
3/18-3/24

Property Manager

Suzanne Lach
suzanne.lach@associa.us
Direct Dial: 973-820-4174
Fax Number: 973-773-4932
Emergency Number: 973-773-6262



Riverwalk at Clifton Condominium Association
Clifton, NJ 07014

Re: 2021 Board Meeting Dates

Dear Homeowners:

We would like to inform you of the dates for the Open Session Board Meetings that are held at 6:00 PM virtually on the second Wednesday of the month. The dates for 2021 are as follows:

March 10th (Election Meeting)

May 12th

September 8th

November 10th

All homeowners are welcome to attend. If you have any questions, please direct them to TownSq at www.townsq.io. The log in information for each meeting is below.

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/393733805>

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 393-733-805

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/393733805>

Associa Community Management for the
Riverwalk at Clifton Condominium Association

CHALLENGE:
BALANCING INDIVIDUAL RIGHTS
WITH THE NEEDS OF THE
COMMUNITY AS A WHOLE.

Article of the Month

STARTING POINT:
CAI'S RIGHTS AND RESPONSIBILITIES
FOR BETTER COMMUNITIES.

UTOPIA DOES NOT EXIST. Ditto Shangri-La, El Dorado, Atlantis, and Mayberry, RFD. Until the perfect civilization comes along, we're left to our own devices. Such as the community association. Of course community associations aren't perfect—they're organized and run by human beings, after all. But they are a genuine attempt to help people live and prosper together, to encourage them to share with their neighbors a common desire to promote harmony and contentment.

and on other issues.

5. Pay association assessments and charges on time.

6. Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.

7. Request reconsideration of material decisions that personally affect them.

8. Provide current contact information to association leaders or managers to help ensure they receive information from the community.

9. Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all rules and regulations.

COMMUNITY LEADERS HAVE THE RESPONSIBILITY TO:

1. Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.

2. Exercise sound business judgment and follow established management practices.

3. Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.

4. Understand the association's governing documents and become educated with respect to applicable state and local laws, and to manage the community association accordingly.

5. Establish committees or use other methods to obtain input from owners and non-owner residents.

6. Conduct open, fair, and well-publicized elections.

7. Welcome and educate new members of the community—owners and non-owner residents alike.

8. Encourage input from residents on issues affecting them personally and the community as a whole.

9. Encourage events that foster neighborliness and a sense of community.

10. Conduct business in a transparent manner when feasible and appropriate.

11. Allow homeowners access to appropriate community records, when requested.

12. Collect all monies due from owners and non-owner residents.

13. Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligations to the community.

14. Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights—where permitted by law and the association's governing documents.

15. Initiate foreclosure proceedings only as a measure of last resort.

16. Make covenants, conditions, and restrictions as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting or revising the documents.

17. Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders, e.g., officers, the board, and committees. (Community associations may want to develop a code of ethics.) [cg]

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E-mail: mgae@becht.com

HOW MIGHT YOUR COMMUNITY TRY TO DO THAT? AND HOW would you define success?

In an attempt to set down the qualities of a vibrant, competent, responsive community, CAI has developed *Rights and Responsibilities for Better Communities: Principles for Homeowners and Community Leaders*. Outlining the privileges as well as the obligations of association residents and leaders, *Rights and Responsibilities* is rooted in two notions: First, common-interest living means striking a reasonable, logical balance between the best interests of individual homeowners and those of the community as a whole. Second, it's the job of everyone in an association—homeowners, non-owner residents, board and committee members, and managers—to help strike that balance.

Forget about Utopia. Can the 42 common-sense ideas and practices that comprise *Rights and Responsibilities* help make our world a better place? Give them a look, and see how your community stacks up. Then, you tell us.

RIGHTS AND RESPONSIBILITIES FOR BETTER COMMUNITIES: *Principles for Homeowners and Community Leaders*

HOMEOWNERS HAVE THE RIGHT TO:

1. A responsive and competent community association.
2. Honest, fair, and respectful treatment by community leaders and managers.
3. Participate in governing the community association by attending meetings, serving on committees, and standing for election.
4. Access appropriate association books and records.
5. Prudent expenditure of fees and other assessments.
6. Live in a community where the property is maintained according to established standards.
7. Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.
8. Receive all documents that address rules and regulations governing the community association—if not prior to purchase and settlement by a real-estate agent or attorney, then upon joining the community.
9. Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

COMMUNITY LEADERS HAVE THE RIGHT TO:

1. Expect owners and non-owner residents to meet their financial obligations to the community.
2. Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
3. Respectful and honest treatment from residents.
4. Conduct meetings in a positive and constructive atmosphere.
5. Receive support and constructive input from owners and non-owner residents.
6. Personal privacy at home and during leisure time in the community.
7. Take advantage of educational opportunities (e.g., publications, training workshops) that are directly related to their responsibilities, and as approved by the association.

HOMEOWNERS HAVE THE RESPONSIBILITY TO:

1. Read and comply with the governing documents of the community.
2. Maintain their property according to established standards.
3. Treat association leaders honestly and with respect.
4. Vote in community elections.



CAI encourages your association to adopt *Rights and Responsibilities for Better Communities*. Then put it to use—as a guidepost for residents and leaders, an educational tool for new community members, and a starting point for the kind of dialogue that raises awareness, builds consensus, and promotes involvement. How?

- Make copies of the *Rights and Responsibilities* document. (For an easily photocopied, single-page version, visit www.caionline.org/rightsandresponsibilities.)
- Distribute *Rights and Responsibilities* throughout your community. Announce and publicize the meeting at which you'll adopt it.
- Explain why this is important to your community.
- Solicit input from residents.
- Have your board vote to adopt a resolution endorsing *Rights and Responsibilities*.
- Tell CAI you've adopted *Rights and Responsibilities* by visiting www.caionline.org/rightsandresponsibilities. After you've submitted your information, CAI will send you a handsome certificate, suitable for framing, to commemorate your initiative.

NOTE: *Rights and Responsibilities for Better Communities* was developed as an ideal standard to which communities could aspire, a goal-based statement of principles designed to foster harmonious, vibrant, responsive, and competent community associations. The principles were not designed to be in complete harmony with existing laws and regulations in the 50 states, and in no way are they intended to subsume existing statutes. Where there are inconsistencies, community associations should adhere to the spirit and letter of all applicable laws. If you have a question, consult with your attorney.

SECTION

4

RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION

IMPORTANT PHONE NUMBERS

FIRE & FIRST AID	911 or (973) 470-5801
POLICE	911 or (973) 470-5900
CLIFTON TOWN HALL	(973) 470-5800
CLIFTON POST OFFICE	(973) 777-3510
ELECTRIC & GAS (PSE&G)	(800) 772-0256
TELEPHONE (VERIZON)	(800) 479-9966
WATER (PASSAIC VALLEY)	(973) 340-4300
CABLE (CABLEVISION)	(201) 651-4000
MANAGEMENT COMPANY (COMMUNITY MANAGEMENT)	(973) 773-6262
DEVELOPER (HOVNANIAN)	(973) 778-4414

SECTION

5

MAINTENANCE, ETC. RESPONSIBILITY CHART

RIVERWALK AT CLIFTON CONDOMINIUM

Clifton, New Jersey
(as of August 15, 2000; subject to change)

This Exhibit and the titles and headings used are not intended to describe, encompass or effect ownership or all maintenance functions nor to define all respective responsibilities between Unit Owners and the RiverWalk at Clifton Condominium Association, Inc. It is intended to be guide only.

COMPONENT	INDIVIDUAL HOMEOWNERS	CONDOMINIUM ASSOC.
	maintain Replace	maintain replace
Air Conditioner	X X	
Alarm System - servicing a unit	X X	
Appliances	X X	
Chimney - facade, sealing and chase		X
Clubhouse Building and furnishings		X X
Decks		X X
Doors - lock, hardware, screen, glass, frame, sash, flashing, sill, mounting to bldg. exterior, etc.	X	
Driveways - including snow removal		X X
Ducts and Vent Systems	X X	
Electrical Components - switches, outlets, circuit breakers, wires serving only 1 unit		
Electric Wires - except those serving one unit only		X X
Exterior Door - painting		X X
Faucet - exterior water		X X
Fireplace - including chimney, flue, flue cleaning and inspection	X X	
Floors - inner surface of finished flooring (wood, tile, carpet and padding, etc.) and flooring above the unit's upper-most subfloor originally installed by the Developer	X X	
Floors - subflooring		X X
Foundation		X X
Front Entry Stair-snow removal		X
Garage Areas	X X	
Garage Door - electric opener, hardware, body	X	

EXHIBIT J

--NI67PG28f

COMPONENT	INDIVIDUAL HOMEOWNERS		CONDOMINIUM ASSOC.	
	maintain	Replace	maintain	replace
Garage Door - painting			X	
Grass - cut, water, feed			X	X
Gutters/Leaders			X	X
Gypsum Board	X	X		
Heating Ventilating System and filters	X	X		
Hot Water Heaters	X	X		
Landscaping - Ass'n or Developer installed trees, shrubs, foundation plants, mulch and weeding			X	X
Lawn Sprinkler System			X	X
Lights - exterior fixture/ bulbs turned on/off from a unit	X	X		
Lights - exterior, all others			X	X
Mailbox - housing			X	X
Mailbox - key	X	X		
Parking Spaces			X	X
Patios - at ground level			X	X
Plumbing Fixtures and Systems serving only 1 unit whether or not in the unit	X			
Plumbing - common to more than one unit			X	X
Privacy Fences			X	X
Recreation Area - tot lot, swim pool & deck clubhouse, open areas			X	X
Retaining Walls			X	X
Roads			X	X
Roofs			X	X
Security System - inside of a unit	X	X		
Security System - serving the condominium as a whole			X	X
Sidewalks			X	X
Snow Clearing - unit entry steps, landings, sidewalks, roads, driveways, parking areas, walks			X	X
Snow Clearing - decks, balconies, patios	X	X		
Stairs and Landings - on the exterior			X	X
Stairs - interior to a unit	X	X		
Storage Areas	X	X		
Storm Sewer System			X	X
Swimming Pool, Pool Deck and Equipment			X	X
Telephone Lines/Wires	X	X		

COMPONENT	INDIVIDUAL HOMEOWNERS		CONDOMINIUM ASSOC.	
	maintain	Replace	maintain	replace
Trash and Recycling - strictures: equipment & retrieval services			X	X
Unit - as defined in the Master Deed		X		
Utility Meters (not owned by the public utility supplier)	X	X		
Vents and Ducts	X	X		
Walkways			X	X
Walls - exterior			X	
Walls - on a unit's interior and non-load bearing	X	X		
Walls - on a unit's interior and load bearing			X	X
Walls - between units			X	X
Water Pipes - serving only 1 unit	X	X		
Water Pipes - except if serving only 1 unit			X	X
Windows, Skylights - including but not limited to, lock hardware, screen, glass, frame, sash, flashing, sill, mounting to bldg. exterior		X		

SECTION

6

RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION

EMERGENCY CONTACT

Dear Unit Owner:

To better service your needs, we need your assistance by filling out the form below. If an emergency arises, the information below will make it easier for us to reach you. We appreciate your cooperation on this matter.

OWNER INFORMATION

UNIT ADDRESS: _____

OWNER'S NAME: _____

HOME PHONE: () _____ CELL PHONE: () _____

WORK PHONE: () _____ E-MAIL: _____

TENANT INFORMATION

TENANT'S NAME: _____

HOME PHONE: () _____ CELL PHONE: () _____

IN CASE OF AN EMERGENCY, CALL:

NAME: _____ PHONE: () _____

Please Return This Form To:

**Sandy Elias, Property Administrator
Associa- Community Management Corp.
55 Lane Road
Fairfield, NJ 07004**

SECTION

7

RIVERWALK AT CLIFTON

SUMMARY OF RULES, RESTRICTIONS AND OPERATING PROCEDURES

Please keep this information posted in your home for quick reference.

The Board of Trustees of your Association has prepared this document for your information. During these final stages of construction, it is the intention of the Board to make our community into one that we can all enjoy and be proud of. Further, the Board is always looking to maintain or reduce common charge costs in any manner possible. The following summarizes the Rules and Regulations of our Association as excerpted from the Master Deed or by amendment afterwards and regards safety concerns and neighborly behavior. This summary does not replace the actual Rules and Regulations that appear in the Master Deed, which are more extensive and shall continue to control in the event of a conflict. Rather, these attempt to make clear those rules that affect the owners on a daily basis.

1. **Pets:** Residents are permitted to maintain no more than two (2) dogs or two (2) cats or a combination of one each in a unit. Residents walking pets must control them on a leash at all times. Residents are responsible to pick up after them, and dispose excrement appropriately. Please do not walk your pets on the lawn. As of early April, the Board expects extra costs in lawn maintenance due to existing lawn damage from pet droppings. These costs are passed on to all owners through their monthly maintenance. Please keep your pets off common areas as described above.
2. **Driving:** For the safety of all concerned, please drive slowly on our internal roadways. Speed should not exceed 15 MPH at any time.
3. **Parking:** As a courtesy to other homeowners who may have guests visiting, please use both your garage and driveway for parking. Park completely within your home's driveway. Guests should be advised to park in your driveway (if unoccupied) or in the designated common parking areas. Do not park in corners, on the street or in any other unmarked zones. *Please advise your guests and visitors of this policy.* Cars parked on the main roadway may be fined.
4. **Holiday Decorations:** The Association grants its approval and consent to all unit owners to display holiday or festive decorations outside their unit provided that all decorative temporary lighting is Underwriters Laboratory (UL) approved for outdoor use and all exterior decorations are removed no later than two weeks following the holiday.
5. **Grills:** Electric & charcoal grills may be used along the far edge of the deck or patio, farthest away from any part of the building. The grills must be installed by a licensed contractor and in accordance with the Fire Code and state regulations. **Propane grills and natural gas grills are not permitted at Riverwalk.**

6. Lawn Care: Kindly note the day of the week on which lawn care is being performed. This maintenance is presently being performed on Wednesday, but is subject to change. Please move all personal items such as lawn furniture off the common areas so the lawn care personnel may have unimpeded access.

7. Garbage and Trash: Garbage is collected three times a week. Use both sides of the container provided by the collection company.

8. Recycling: Recycled items are picked up regularly. Use bin provided. Intermingling is acceptable.

9. Exterior Plantings: The Association grants its approval and consent to all owners to display or install plantings, i.e., flowers, not vegetables, either in containers or in the ground adjacent to their unit provided that all in-ground plants are placed within the existing mulched areas and also sufficiently removed from the lawn to allow mowing and maintenance of the grass. All plants in containers and/or in the ground that are planted by owners must be maintained by the owner, including removal of weeds, watering, etc.; and that any dead or dying plants are removed and disposed of by the unit owner. All pots and planters containing dormant plants or no living plants should be removed from view.

10. General Appearance: The Board wishes to maintain an attractive community for its residents. To this end, unit owners are asked to maintain the areas around their unit by picking up trash and keeping common areas adjacent to their unit in good order. Please contribute to keeping the area around your unit tidy—please dispose and/or recycle trash. Do not hang or leave clothing, towels or other house items outside your unit.

11. Important Numbers: Maintenance issues on the common areas and building exteriors should be addressed directly to the Management Company. Utility issues regarding a problem within your home should be addressed directly to the utility company.

Management Company: Associa-Community Management Corp.
Suzanne Lach, Property Manager, 973-820-4174

Water: Passaic Valley Water Co. 1-973-340-4300

Electric: PSE&G 1-800-436-7734

Gas: PSE&G "

Emergency: 911

12. Access: The Association shall have the irrevocable right, to be exercised by the Board of Directors through the Management Company, to have access to each unit during reasonable hours, as may be necessary for the maintenance, repair or replacement of any common elements accessible therefrom; or for making emergency repairs to prevent damage to the common elements or to another unit or units. Emergencies shall be deemed to include, but are not limited to, water leaks, gas leaks and fire. Notice will be given to owners/occupants except in emergency situations.

Residents who are going to be absent from their unit for an extended period of time must verify that the Management Company has an emergency contact name and telephone number. Provisions must be made by the resident for emergency access to the unit and for the moving of any vehicle parked on the grounds which impedes emergency repairs or snow removal.

13. Alterations: No structural alterations or additions are permitted to any portion of the buildings nor within the walls of a unit without prior written consent of the Board of Trustees. This does not apply to decorating or cosmetic improvements such as new kitchen cabinets, tile floors, etc.

Painting of any common or limited common areas by owners/residents is not permitted.

14. Signs: Realtor or political signs are not permitted on the common grounds. "For Sale" or "Open House" signs may be posted only on Sunday, sometimes on Saturday, from 11:00 am to 5:00 pm. These signs must be promptly removed following the event.

15. Decks: Coverings such as floor mats and indoor/outdoor carpet are NOT permitted.

- Baby pools are NOT permitted on the decks or patios.
- Bird feeders are NOT permitted.

16. Satellite Dishes: Please contact Community Management for Rules and Regulations. Do not install without written permission from the Board.

17. Garages: Garage doors must be kept closed at all times, except as required to be open for the purpose of ingress and egress or other permitted uses of the garage. Vehicles parked within garages shall not protrude so as to prevent the closing of the garage doors. No garage may be used for any purpose other than vehicular parking, storage of household items or uses normally incidental to residential use. Residents shall not convert garages entirely for uses of storage. There may not be so much storage that one cannot park his/her vehicle in the garage. Items stored or built into garages, which prevent the use of the garage for parking, are strictly prohibited.

18. Noise: The volume of such things as stereos, televisions, radios, etc., is to be kept below the point where any sound can be heard in an adjoining unit or in the common areas. If parties and celebrations are planned, noise levels must be controlled, especially after 10:00 pm.

19. Resident and Owner Registration: All residents and owners are required to provide their current home and work telephone numbers to the Management Company. A description and license plate number of all vehicles owned or used by the residents must also be registered with the Management Company.

Additionally, all residents and owners must provide to the Management Company the name and telephone number of an emergency contact person, not living in the unit, who can be reached in the resident's or owner's absence.



Community Management Corp.

Riverwalk at Clifton I & II
Clifton, NJ 07014

Dear Riverwalk Homeowners:

Enclosed please find a copy of the 2019 Pool Rules. The pool will be open:

May 25 through June 9	11:00 a.m. – 8:00 p.m.
Just weekends and holidays	

June 10 through September 2	
Monday through Thursday	11:00 a.m. – 8:00 p.m.
Friday and Saturday	10:00 a.m. – 9:00 p.m.
Sunday	10:00 a.m. – 8:00 p.m.

For entry into the pool, please bring a copy of your photo identification (driver's license, etc.) showing your Riverwalk address. If you do not have a photo id, please contact the Management Office. You must be current in your maintenance dues in order to use the pool, clubhouse and tennis court.

Listed below are the Summary of Rules, Restrictions and Operating Procedures for your reference. Please refer to the Riverwalk Master Deed and By-Laws for a complete set of rules.

We would like to highlight the following rules:

- **ONLY** electric or charcoal grills may be used along the far edge of the deck or the patio, farthest away from any part of the building. **Propane grills and natural gas grills are NOT permitted. Please do not store your grill in the breezeway or your driveway.**
- Do not hang decorative items on the outside of the building including the siding and/or privacy fences. Do not place any decorative items in the landscaping beds. Please do not put planters along the common unit walkways. Planters and flowerpots can be maintained in existing beds. Vegetable gardens are not permitted. Cameras are not permitted on the exterior of the units.
- Please be reminded that pets are to be leashed at all times and residents are responsible for picking up after them, and to appropriately dispose of excrement. Please do not walk your pets on the lawn or in the tennis court enclosure. There are two areas (corner of Riverwalk 120's and by the Riverwalk) for pets to relieve themselves.
- Please be reminded that residents must park their vehicles in their garages and driveways and that **visitor parking is only for guests** of Riverwalk. **Parking is extremely limited and violators will be TOWED (at their own expense).**
- There is one approved style of screen/storm door for the community. If you would like to install a door, please contact me at the below-listed number.

- ANY exterior modification must be requested and approved in writing by the Riverwalk Board of Trustees, c/o Associa Community Management Corp prior to any work being done.
- If you have not already done so, please register on the Associations NEW website at [www.https://app.townsq.io/login](https://app.townsq.io/login) to receive notices and to access all association documents online.
- Bird feeders are not permitted; please do not feed stray animals, squirrels, birds, etc.
- The exterminator will be power spraying the foundations of the units with Talstar P in May. The exact schedule will be posted on the website when confirmed. Material safety data sheets are available online. Please stay off treated areas for four (4) hours.
- Please be certain that you have your outdoor air conditioning units checked out to make sure that they are running as they should be and not making excessive noise.
- If you would like a copy of the August 31, 2018 Audit, please email your request to Suzanne.lach@associa.us.
- Dumpsters are for recycling and household garbage only. No bulk items. Bulk items like carpeting, appliances, furniture should be removed by the company delivering the new/replacement items.
- The Open Session Board Meetings for the remainder of the year are as follows: September 11 and November 13 at 7:00 p.m. in the clubhouse.

If you have any questions, please do not hesitate to contact me at 973-820-4174 or Suzanne.lach@associa.us. Thank you.

Sincerely,
Associa-Community Management

Suzanne Lach, CMCA, PCAM
Property Manager

Encl.

RIVERWALK AT CLIFTON POOL RULES

When the pool is open, the following rules must be followed:

1. **The pool is for the use of residents and their guests.** Guests are allowed (up to four per unit). The unit owner inviting them must accompany all guests as well as stay with them while they are at the pool. For entry into the pool please bring a copy of your photo identification (driver's license, etc.) showing your Riverwalk address. If you do not have a photo id, please contact the Management Office.
2. Children under the age of sixteen (16) shall not use the pool unless supervised by an adult resident.
3. Unit owners must be current in their maintenance dues in order to use the pool, tennis court and clubhouse facilities.
4. No pets, except seeing-eye dogs or other service animals, shall be allowed in the pool, the bathhouse, or other areas of the enclosure.
5. **Food and non-alcoholic drinks are permitted. NO GLASS containers are allowed (this is per the NJ State Bathing Code). NO ALCOHOL OF ANY KIND IS PERMITTED.**
6. Persons suspected of being under the influence of drugs or alcohol will be prohibited from using the facilities.
7. All persons must shower before entering the pool.
8. Roughness and rowdiness, or any other acts that might affect the health or safety of the residents, will not be tolerated in the pool area.
9. Pool use is prohibited during electrical storms.
10. Any person showing evidence of a communicable disease shall be prohibited from use of the facilities.
11. No children wearing diapers are allowed in the pool unless a rubber panty is used with a diaper specifically made for pool use. An adult must supervise children.
12. Proper bathing attire is required, i.e., no cut-off jeans, etc. Proper attire should also be worn to and from the pool area.
13. Radios or other musical devices shall be played only at moderate levels.
14. Pool furniture is available on a first-come, first-served basis, i.e., furniture cannot be reserved.
15. Lifeguard discretion will regulate permission of rafts, balls, floats, etc.
16. Everyone is required to clean up after him or herself. Use the provided trash receptacles.
17. Rules and Regulations of the Board of Trustees shall prevail.
18. These rules and regulations are subject to change, correction and/or additions. Any and all changes to these rules and regulations will be posted.
19. The lifeguard on duty has the authority to use his/her discretion to maintain pool rules and regulations.
20. During summer months when the pool is open, the clubhouse is not available to rent.
21. Be courteous and do not reserve chairs. Chairs are required to be utilized. If a chair is vacant for more than 30 minutes it can be utilized by another resident.

Dumpster Procedures

As a reminder, listed below are the procedures to be followed for proper disposal of your trash:

- ❖ Separate the recyclable materials from the solid waste; the dumpsters are labeled as Commingle and Garbage.
- ❖ Commingle dumpsters are for glass, plastic, aluminum, paper and cardboard only.
- ❖ **Garbage dumpsters** are for solid waste only... (i.e., trash bags, food waste and household debris.) Do not leave garbage on the ground – use both ends of the container.
- ❖ Do not put demolition materials, furniture, hot water heaters, appliances, carpeting, etc. in any dumpsters or dumpster area. Please make arrangements to have your contractor remove bulk items, as it costs the Association \$4,000.00 extra to remove bulk items.

Thank you in advance for your cooperation.

**Associa Community Management Corp for the
Riverwalk at Clifton Condominium Association**



Re: Tennis Court

Dear Homeowners:

Attached please find the Tennis Court Rules.

Please be advised that a \$25.00 deposit is required for a key to the tennis court. There is one key allowed per unit. If you would like a key, please make check payable to Riverwalk at Clifton, 55 Lane Road, Suite #440, Fairfield, NJ 07004.

Please be reminded that the tennis court is for tennis only.

Thank you.

Very truly yours,

Suzanne Lach, PCAMM, CMCA
Property Manager

Riverwalk at Clifton TENNIS RULES

Operational Hours:

The Tennis Court will be open from dawn to dusk weekdays and from 8:00 am until dusk on weekends.

Court Rules and Regulations:

Residents will have 1 hour of court time for singles and 1.5 hours for doubles. A half hour for practice will be allowed.

Residents have priority over guests for court time.

As a courtesy to all homeowners who surround the tennis courts and pool area, users of the tennis courts as well as all recreational facilities, are asked to keep the noise level to a minimum.

Proper tennis attire and tennis sneakers are mandatory as other sneakers will leave black marks and will damage the court (no basketball or running sneakers). Shirts must be worn.

Only those playing tennis are allowed inside the court area (no bikes, scooters, roller skates, roller blades, hockey or similar activities, etc).

Do not use chalk on the tennis court.

Dogs are NOT allowed on the tennis court.

Residents are asked to abide by the Rules & Regulations posted at the tennis court.

RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION, INC.

RESOLUTION ON GRANTING PERMISSION TO THE RESIDENTS TO

UTILIZE THE CLUBHOUSE

WHEREAS, Section 10.01 of the Master Deed and 5.11 of the By-Laws empowers the Board of Trustees to promulgate Rules and Regulations governing the use and operation of the property; and

WHEREAS, the Association desires to implement rules and regulations with respect to the use of the clubhouse; and

WHEREAS, it is the desire of the Association to provide a safe and enjoyable atmosphere for the utilization of the Clubhouse;

NOW, THEREFORE, BE IT RESOLVED, that the following rules and regulations are hereby adopted pertaining to the use of the Clubhouse:

1. Unit owners and/or their guests are prohibited from utilizing the Clubhouse in any fashion when the Clubhouse is closed.
2. Guests will not be allowed to use the Clubhouse without being accompanied by a Unit Owner, over the age of 18.
3. The Association is not responsible for any bodily injury or loss of personal property while using the Clubhouse facilities.
4. No smoking is allowed in the Clubhouse. Unit Owners utilizing the Clubhouse who smoke or whose guests smoke outside the Clubhouse are responsible for properly disposing of all ashes and cigarette butts in appropriate waste disposal containers.
5. Noise levels by unit owners and theirs guests must be kept to a minimum so as not to disturb the Riverwalk at Clifton community.
6. No grilling, outdoor cooking, or barbecuing is permitted at the clubhouse except on the association's grill.

7. No pets will be permitted in the Clubhouse with the exception of Seeing Eye dogs.
8. Unit owners utilizing the Clubhouse shall clean up after themselves by removing all food, beverages and other personal property upon leaving the Clubhouse.
9. The kitchen must be kept clean and all food, refuse, and recyclables removed and placed in the garbage dumpsters.
10. The main room should be left clean and orderly at all times.
11. Children under the age of 18 shall not be permitted to utilize the Clubhouse without being accompanied by a unit owner who is of majority age.
12. Any damage to the clubhouse facility, equipment and/or furnishings caused by a unit owner or his/her guests shall be the responsibility of the unit owner to pay for repair or replacement. The cost for repair or replacement of the clubhouse or its equipment and/or furnishings shall be collected in the same manner as a delinquent assessment.
13. The Clubhouse will be available for private functions in accordance with the procedures set forth:
 - a. All sections of this resolution must be followed.
 - b. Reservations for the Clubhouse will be available on a first-come, first served basis upon contacting the authorized representative of the Board of Trustees.
 - c. The Association reserves the right to terminate any rental which in the sole judgment of the Board of Trustees, is inappropriate or results in unlawful conduct or activities which violate the rules and regulations of the Association or failure to provide the required payments and documentation as detailed in this resolution.
 - d. The Clubhouse shall be available for rent to residents of the Association and to unit renters, who have properly executed leases with the unit owners. Non-resident owners, who have tenants renting their units at Riverwalk at Clifton, shall not be considered eligible to rent the clubhouse.
 - e. Renters of units have the privilege of renting the Clubhouse only if the unit owner signs this agreement and takes full responsibility for compliance with its terms.
 - f. There will no rentals during pool season.
 - g. Only one reservation is permitted at a time. Residents wishing to book subsequent reservations may do so after completion of the first event.

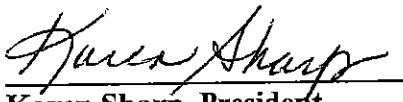
- h. No party is permitted without the presence at all times of a responsible adult over the age of 21. If the Clubhouse is to be used for a children's party (17 years old or younger), there shall be one adult per ten children in attendance.
 - i. The member will not use the Clubhouse for any purpose or activity prohibited by law.
 - j. The member will comply with any and all governmental statutes, regulations and ordinances including but not limited to requirements relating to the service of alcoholic beverages and fire safety.
 - k. Swimming will not be permitted as part of Clubhouse rentals.
- l. Prior to receiving confirmation of reservation of the Clubhouse, a non-refundable rental charge of \$200.00 shall be collected to cover the cost of electricity, wear and tear and heat due to the member's use of the Clubhouse.
- m. Prior to receiving confirmation of reservation of the Clubhouse, a \$250.00 security deposit shall be collected. Proper identification will be needed at this time. Said deposit will be returned to the Association Member within ten (10) working days following the event, provided that there is no damage to the Clubhouse facility. In the event of damage to the Clubhouse facility (which includes the exterior and common property), the cost of repair or replacement shall be taken from said deposit and the unused portion thereof, if any, shall be returned to the member. In the event that the cost of repair or replacement shall exceed the sum of \$250.00, or if any part of the repair or replacement is unpaid by the member, the unpaid cost of such repair or replacement shall constitute a lien on the member's property and may be collected as set forth in the governing documents of Riverwalk at Clifton Condominium Association and any resolution pertaining to the collection of delinquent assessments.
- n. All persons attending the private function shall park in the Clubhouse guest parking areas.
- o. The member agrees to indemnify, defend and hold harmless the Riverwalk at Clifton Condominium Association from any liability from the member's use of the Clubhouse including but not limited to damage to person or property. This specifically includes any liability resulting from the service of alcoholic beverages and from pool use, which are strictly prohibited.
- p. Prior to the commencement of the private function, the member requesting said use and a representative of the Grounds Committee or other designated representative of the Board of Trustees shall inspect the Clubhouse (interior and exterior common property) and make note of any damage found. Any damage not noted on this walk through shall be deemed to have been caused by the use of the Clubhouse for the function and shall be the responsibility of the Association member as set forth herein. Both the member and the representative of the Association must sign a walk through list.

- q. On the first business day immediately after the private function or on the same day following the function, as soon as practicable, the member and the same representative of the Association shall re-inspect the Clubhouse and note any additional damage to the facility.
 - r. The member shall be personally responsible for any damage to the facility not previously noted on the walk through inspection conducted prior to the private function.
 - s. The Clubhouse must be vacated no later than 1:00 a.m.
 - t. The member shall be responsible for securing the Clubhouse upon the termination of the function. This requires that the member physically inspect all windows, doors and sliding glass doors to insure they are locked. The member must further lock the front door to the Clubhouse, turn off all lights, set the air conditioner to 75 degrees or set the heat to 65 degrees. Please make sure the gas grill if off if you use it for your party.
 - u. The rental of the Clubhouse by a member does not include the use of the pool or pool area by any people attending the rental function.
 - v. The member is prohibited from attaching anything to the interior walls of the Clubhouse. Decorations are not permitted. There must not be anything taped, stapled, nailed or tacked to the walls of the Clubhouse.
 - w. The member may invite non-residents of Riverwalk at Clifton Condominium Association as guests. The member will be responsible for insuring that the guests conduct themselves in a proper fashion and in a manner that will not disturb the use of any other Association facilities and common elements by other residents and guests of Riverwalk at Clifton Condominium Association. A guest is considered anyone whom the member allows to enter the grounds, property, buildings, and facilities of the Riverwalk at Clifton Condominium Association during member's use of the Clubhouse for the private function.
 - x. The Clubhouse shall be left in "broom clean" condition. Such cleaning shall be the responsibility of the member requesting use of the Clubhouse and shall include, but not be limited to, vacuuming, general clean up and collecting and removing garbage from the Clubhouse grounds and premises. As cleaning services are limited over the weekend, there will be only one rental per weekend.
 - y. The member shall receive a copy of these rules and must acknowledge his or her Agreement to abide by the terms therein, as well as personally indemnify and hold harmless the Association for all damage to the Clubhouse as set forth in the attached Clubhouse Rental Indemnification and Hold Harmless Agreement:
14. Any resident found in violation of these rules and regulations will be subject to a fine of \$25.00 for a first offense, \$50.00 for a second offense, and \$100.00 for a third offense or subsequent offense(s). Fines will be collected

in the same manner as a delinquent assessment. Fines are in addition to the other remedies available to the Association.

This Resolution is adopted this 9 day of MARCH,
2016, by the Board of Trustees of the Riverwalk at Clifton Condominium Association, Inc.

ATTEST:


Karen Sharp, President

RIVERWALK AT CLIFTON
CONDOMINIUM ASSOCIATION, INC.


Robert Solotist, Vice President

Revised 3/16

**RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION
CLUBHOUSE RENTAL INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

I _____, agree to personally indemnify and hold harmless the Riverwalk at Clifton Condominium Association from all the damage, injury and liability caused or resulting from my use, and my guests' use, of the Clubhouse facility. I agree to abide by all the rules and regulations established by the Board of Trustees, a copy of which is acknowledged, and will ensure that my guests abide by those rules and regulations. I understand that any damage not noted on a pre-usage walk-through shall be deemed to have been caused solely by me or my guests' use of the facility. I shall be responsible for the cost of repair or replacement of any damage and will return the facility to the same condition as it was in prior to when I used the Clubhouse for my private function. I further understand that the \$250.00 deposit previously given shall be used to cover the cost of such damage and any additional cost or failure to pay the full amount of the damage, shall constitute a lien on my property to the extent that the cost of damage remains unpaid.

Unit Owner (please print): _____

Signature: _____

Address: _____

Phone #: _____

E-mail: _____

Date of Party: _____

→ Please return THIS PAGE with your \$200 rental fee check and \$250 security deposit check.

Retain the RESOLUTION for your records.

Send to: Associa-Community Management Corp
55 Lane Road, Suite 440
Fairfield, NJ 07004
973-820-4195, 973-773-4932 (fax)
sandy@communityservices.com

NOTE: The clubhouse key will be available for pick up from our office on Friday and it must be returned on Monday. The office hours are 9am - 5pm.

SECTION

8

RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION, INC.

RESOLUTION

PERTAINING TO PARKING POLICIES AND PROCEDURES

WHEREAS, Section 5.11(A) of the By-Laws authorizes the Board to adopt rules and regulations governing the operation and use of the property; and

WHEREAS, Section 4.01 of the By-Laws provides that each member shall comply strictly with the Master Deed, By-Laws and Rules and Regulations adopted pursuant thereto, and that failure to comply with any of the same shall be grounds for the levying of a fine or the bringing of a civil action to recover sums due for damages or injunctive relief, plus court costs and reasonable attorney fees; and

WHEREAS, pursuant to Section 4.02 of the By-Laws, the membership and voting rights of any unit owner and/or tenant may be suspended by the Board for violations of the governing documents and the Rules and Regulations; and

WHEREAS, pursuant to Section 5.11(X) of the By-Laws, the Board may adopt Rules and Regulations for the use of all vehicle parking spaces including the type, size and classification of vehicles permitted to use them as well as the total number of vehicles which may be parked on the Common Elements on a permanent basis per unit; and

WHEREAS, Section 11.01 of the Master Deed provides that recreational vehicles and commercial vehicles shall not be allowed to park within the Common or Limited Elements without prior written approval by the Board; and

WHEREAS, pursuant to Section 5.11(X) of the Master Deed, the Board may authorize the towing or other removal from the condominium property of motor vehicles which appear abandoned or are otherwise improperly parked on the Common Elements or Limited Common Elements, with the removal expense to be paid by the owner of the motor vehicle.

NOW, THEREFORE, BE IT RESOLVED, that the following regulations be and are hereby adopted;

1. Residents shall park their vehicles in their garages and driveways only.
2. Visitor parking is for guests of Riverwalk at Clifton residents only. Residents shall not park or store vehicles in the Visitor Parking Spaces.
3. Guests who will be visiting residents of Riverwalk for more than three (3) days shall register their vehicle with the managing agent for the duration of their stay.
4. Parking is not permitted on the street. The streets must remain clear to permit the two-way flow of traffic, and emergency access. Unit owners shall be responsible for the conduct of their tenants, guests or invitees.
5. Random checks by towing companies will be performed daily and violators parked in the street, in fire lanes, will be towed without notice, at the owner's expense.
6. Parking is strictly prohibited in fire lanes. All internal roadways of the Riverwalk at Clifton have been designated as fire lanes. Therefore, vehicles are prohibited from parking anywhere other than driveways and identified parking spaces.

7. A vehicle shall be deemed to have parked in violation of this resolution if it is parked so as to violate any municipal, state or federal law or regulation.
8. If any vehicle is parked in a visitor parking area in violation of this regulation, the Board or its designee shall attempt, through reasonable means, to identify and locate the owner, lessee or person in possession of the vehicle. If such person(s) is identified and located, the Board or its designee shall send him/her a notice in writing that he/she is in violation of this resolution. The notice shall state that if the vehicle is not brought into compliance within the time prescribed in the notice, the Board may have the vehicle towed.
9. If the Association cannot locate the person responsible for the vehicle, the vehicle shall be towed without notice.
10. The cost of towing and storing a vehicle shall be borne by the person who is responsible for the vehicle. If it is determined that the vehicle belongs to a unit owner, tenant or guest, the cost of towing and storing shall constitute a lien against the unit in which such owner or tenant resides, or at which the guest was visiting, as the case may be. Any resulting fine or lien shall be collected in the same manner as with respect to the common expense assessments.
11. If the Association has a vehicle towed and the name and address of the owner is available to the Board, the Board will notify the owner of the

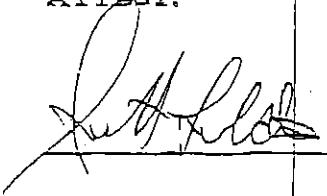
name and address of the company, in possession of the vehicle. It will be the responsibility of the owner to arrange for the return of the vehicle.

12. Upon removal of a vehicle by the towing company, the Association shall not be liable for the return of a unit owner's vehicle.
13. Neither the Board, the Association nor its designee shall be liable to the owner or person in possession of the subject vehicle, or the unit owner for any damage and/or injuries which occur during, or as a result of, the removal of the vehicle from the property.
14. The unit owner shall bear all costs associated with the towing and return of his/her vehicle. If no action is taken by the owner within thirty (30) days of the removal of the vehicle from the common property, the vehicle may become the property of the towing company or be sold at public auction.
15. In addition to the foregoing, the Association may impose a fine against any unit owner for any violation of this resolution.
16. All previous parking resolutions are hereby deleted in favor of this resolution, and the said previous resolutions shall be null and void and of no further effect except for those resolutions pertaining to interference with maintenance of a visitor lot during paving, lining, or snow clearance.

This Resolution is adopted this 17 day of June, 2012,

by the Board of Trustees of the Riverwalk at Clifton Condominium Association, Inc.

ATTEST:



Ruth H. Bloch
, Secretary

RIVERWALK AT CLIFTON
CONDOMINIUM ASSOCIATION, INC.



Meadow M. Hause
, President

Riverwalk/Resolution/Parking Policies and Procedures



To: All Riverwalk Residents

From: Riverwalk Board of Trustees

Re: Parking

As we all know parking in Riverwalk is extremely limited. Unauthorized use of guest parking by residents of the community has resulted in numerous complaints from homeowners. Residents are reminded that each unit has two parking spaces available (driveway and garage). All other homeowner vehicles must be parked off site (i.e. Pavan Road.)

Guest parking found throughout the community is for guests only.

As the posted signs indicate, guest parking spaces are just that — for guests, and for a limited time (72 hours, unless specific arrangements for extended stays are requested through Associa-Community Management Corp.). A resident vehicle (for any period of time) or any guest vehicle (parked in a guest spot in excess of 72 hours) is subject to towing. Despite the community rule (which was also specifically cited in the Public Offering Statement [Master Deed & By-Laws and the governing legal documents for the Association] given to all homeowners in advance of their home purchase), certain homeowners have chose to park their second and/or third vehicles in guest spots consistently.

This is not fair to the rest of the community. Although the Board has not yet elected to tow vehicles illegally parked in guest spots, fines for those individuals who abuse the guest parking spots are being levied. If this does not adequately address the problem, the Board will have no other choice than to approve towing of vehicles.

To report a resident abusing guest spaces, please forward a letter to Associa-Community Management Corp indicating the car in violation and the unit owner it belongs to and any other relevant information (i.e. make, model, license plate, etc.). This will enable the Board to fine the residents in violation.

The Board discussed this issue with concerned homeowners at the last open meeting and continues to be open to exploring any ideas to ease the parking situation. If you would like to volunteer to be on the parking committee, please contact Suzanne Lach at Associa-Community Management Corp.

If you should have any questions regarding this or any other community policy, please contact either a Board member or Suzanne Lach at Associa-Community Management Corp.

Riverwalk Board of Trustees

RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION, INC.

RESOLUTION

PERTAINING TO THE ERECTION OF SATELLITE DISHES

WHEREAS, Section 11.01 of the Master Deed of the Riverwalk at Clifton Condominium Association, Inc. (the Association) provides as follows:

Unit owners and occupants are not permitted to plant or maintain any matter or thing on, in, over, or under the Common Elements or Limited Common Elements without the prior written consent of the Board unless permitted by the Rules and Regulations.

; and

WHEREAS, the ability of the Association to absolutely prohibit the installation of satellite dishes has been, in part, superseded by regulations issued by the Federal Communications Commission, which require Associations to permit satellite dishes to be installed on "exclusive use areas" reserved for the use of a particular unit owner, with certain restrictions; and

WHEREAS, the Association, through its Board of Trustees, seeks to permit unit owners to install satellite dishes upon certain of the limited common elements, namely balconies, with certain restrictions; and

NOW, THEREFORE, BE IT RESOLVED, that the following regulations be and are hereby adopted in connection with the installation of satellite dishes:

1. Unit owners seeking to install a satellite dish may install not more than a dish on their balcony, with the following restrictions:
 - a. The dish must be installed securely and so as to be safe;

- b. The dish may not be more than (1) meter in diameter.
2. The dish must be installed in one of the following ways:
- a. Mounted on the floor of the deck: In such a case, the dish may not exceed the height of the railing;
 - b. Mounted on a Pole: In such a case, the pole may not extend out from the building past the point of the balcony. Any such pole may not be so high as to exceed 19 feet from the floor of the balcony, or penetrate an imaginary plane which would extend out from the building at the point of the floor of any unit above, whichever is less;
 - c. Mounted to the deck railing: In such a case, the dish may not extend farther from the building than six (6) inches beyond the railing;
 - d. If reception may be achieved, the dish must be installed at the point farthest from any adjoining unit's balcony;
 - e. The dish shall not, under any circumstances, be mounted on the walls of the building or on any other common elements;
 - f. Wiring for the dish shall be run into the unit in the least destructive manner possible, and any penetrating of the building façade shall be sealed, via caulking, etc., so as to avoid any water infiltration into the unit; and
 - g. When the unit owner either moves or ceases to use the dish, it shall be removed, and any damage done to the common elements or limited common elements shall be repaired.
3. Prior to installing a dish, the unit owner shall notify the Association, through its managing agent, of his/her intention to do so, and the specifics of the

installation. Assuming that the installation complies with the above parameters, Association approval is not required.

4. Wires may not be strung across the building or roof surfaces for distances in excess of eight (8) feet, without prior permission of the Board. Submission for permission shall be accompanied by a pictorial and written description of the wiring plan.

5. Any damage to the Common Elements resulting from the installation or the existence of the dish on the site, must be immediately repaired by the owner. Whenever a satellite dish is removed, any common element damage must be repaired to original condition.

6. Owners utilizing satellite dishes of 1 meter or less shall be permitted to install one television antenna in the attic of the unit.

7. In the event an owner erects a satellite dish which becomes damaged or is not properly maintained and threatens safety or harm, the Association may, in addition to other rights and powers it may have, direct the removal of the satellite dish and/or charge a fine at the rate of \$10.00 per day for each day the dish remains, after the removal date specified. In addition, to this remedy and other remedies the Association may have, the Association shall have the right, but not the obligation, to remove any dish that does not comply with the Association's requirements, and charge the owner the costs incurred thereby.

8. The owner is responsible for the installation and maintenance of the satellite dish. Maintenance of the satellite dish shall include, but not be limited to, the reattachment within 72 hours of dislodgement, keeping the dish in proper repair, such as

watertight seals to prevent leaks, painting of the dish, removing peeling paint, and replacement when the dish is no longer in first class condition.

9. The color of the dish shall be a dark gray. If necessary to conform to this requirement, the dish may be painted in a lead-free paint.

10. If, for any reason, the dish becomes worn, broken, disfigured or deteriorated, prompt refinishing or replacement must occur, within one week of the appearance of the condition. In the event of the replacement of parts, all parts must be supplied by a bona-fide manufacturer. There shall be no "jury-rigging" or the use of household materials such as clothes hangers or duct tape.

11. Should the unit owner fail to properly maintain the dish, the Association may, after five (5) days notice to the owner by certified mail at the last known address on the books and records of the Association, remove the dish and charge the owner the cost thereof. Upon removal, the Association shall notify the owner by certified mail that the dish shall not be stored in excess of 30 days. At the end of the 30-day period, the Association may dispose of the dish as it chooses. In emergency conditions, jeopardizing person or property, the Association may remove the dish immediately, and charge the owner the cost thereof.

12. The owner shall be solely responsible for the installation, maintenance and safety of the dish. The owner shall be solely responsible for any damage to any personal property or injury to any person resulting from installation or the presence of the dish on the property.

13. All subsequent unit owners are responsible for the proper maintenance and repair of a satellite dish installed by a previous unit owner.

RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION, INC.

AMENDED RESOLUTION

PERTAINING TO THE ERECTION OF SATELLITE DISHES

WHEREAS, Section 11.01 of the Master Deed of the Riverwalk at Clifton Condominium Association, Inc. (the Association) provides as follows:

Unit owners and occupants are not permitted to plant or maintain any matter or thing on, in, over, or under the Common Elements or Limited Common Elements without the prior written consent of the Board unless permitted by the Rules and Regulations.

; and

WHEREAS, the ability of the Association to absolutely prohibit the installation of satellite dishes has been, in part, superseded by regulations issued by the Federal Communications Commission, which require Associations to permit satellite dishes to be installed on "exclusive use areas" reserved for the use of a particular unit owner, with certain restrictions; and

WHEREAS, the Association, through its Board of Trustees, seeks to permit unit owners to install satellite dishes upon certain of the limited common elements, namely balconies, with certain restrictions; and

NOW, THEREFORE, BE IT RESOLVED, that the following regulations be and are hereby adopted in connection with the installation of satellite dishes:

1. Unit owners seeking to install a satellite dish may install not more than two dishes per unit, located on the balcony railing or deck railing of the unit, with the following restrictions:

- a. The dish must be installed securely and so as to be safe;
 - b. The dish may not be more than (1) meter in diameter.
2. The dish must be installed in the following way:
- a. Mounted to a balcony railing or deck railing, not extending farther from the building than six (6) inches beyond the railing;
 - b. If reception may be achieved, the dish must be installed at the point farthest from any adjoining unit's balcony or deck;
 - c. The dish shall not, under any circumstances, be mounted on the walls of the building, balcony floor, deck floor, or on any other common elements;
 - d. Wiring for the dish shall be run into the unit in the least destructive manner possible, and any penetrating of the building façade shall be sealed, via caulking, etc., so as to avoid any water infiltration into the unit;
 - e. Wiring for the dish must be hidden in a newly installed leader, and may not be located or installed in any existing leader, gutter, or any other part of a building's existing drainage system;
 - f. When the unit owner either moves or ceases to use the dish, it shall be removed, and any damage done to the common elements or limited common elements shall be repaired at the owner's expense; and
 - g. A dish may not be mounted or remounted on a balcony floor or deck floor under any circumstances. Existing dishes that have been mounted on a balcony floor or deck floor may remain where they have been placed, but upon removal of the dish or replacement of the balcony flooring or deck flooring, for

any reason, may not be remounted on the balcony flooring or deck flooring. The dish must be remounted to the railing of the balcony or deck.

3. Prior to installing a dish, the unit owner shall notify the Association, through its managing agent, of his/her intention to do so, and the specifics of the installation. Assuming that the installation complies with the above parameters, Association approval is not required.

4. Wires may not be strung across the building or roof surfaces for distances in excess of eight (8) feet, without prior permission of the Board. Submission for permission shall be accompanied by a pictorial and written description of the wiring plan.

5. Any damage to the Common Elements resulting from the installation or the existence of the dish on the site, must be immediately repaired by the owner. Whenever a satellite dish is removed, and common element damage must be repaired to original condition.

6. In the event an owner erects a satellite dish which becomes damaged or is not properly maintained and threatens safety or harm, the Association may, in addition to other rights and powers it may have, direct the removal of the satellite dish and/or charge a fine at the rate of \$10.00 per day for each day the dish remains, after the removal date specified. In addition, to this remedy and other remedies the Association may have, the Association shall have the right, but not the obligation, to remove any dish that does not comply with the Association's requirements, and charge the owner the costs incurred thereby.

7. The owner is responsible for the installation and maintenance of the satellite dish. Maintenance of the satellite dish shall include, but not limited to, the

reattachment within 72 hours of dislodgement, keeping the dish in proper repair, such as watertight seals to prevent leaks, painting of the dish, removing peeling paint, and replacement when the dish is no longer in first class condition.

8. The color of the dish shall be a dark gray. If necessary to conform to this requirement, the dish may be painted in a lead-free paint.

9. If, for any reason, the dish becomes worn, broken, disfigured or deteriorated, prompt refinishing or replacement must occur, within one week of the appearance of the condition. In the event of the replacement of parts, all parts must be supplied by a bona-fide manufacturer. There shall be no "jury-rigging" or the use of household materials such as clothes hangers or duct tape.

10. Should the unit owner fail to properly maintain the dish, the Association may, after five (5) days notice to the owner by certified mail at the last known address on the books and records of the Association, remove the dish and charge the owner the cost thereof. Upon removal, the Association shall notify the owner by certified mail that the dish shall not be stored in excess of 30 days. At the end of the 30-day period, the Association may dispose of the dish as it chooses. In emergency conditions, jeopardizing person or property, the Association may remove the dish immediately, and charge the owner the cost thereof.

11. The owner shall be solely responsible for the installation, maintenance and safety of the dish. The owner shall be solely responsible for any damage to any personal property or injury to any person resulting from installation or the presence of the dish on the property.

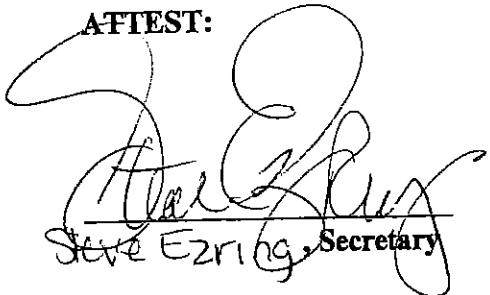
12. A unit owner is responsible for any and all costs associated with the removal of a satellite dish, should the balcony or deck where the dish is installed, or any portion thereof, require repairs or replacement.

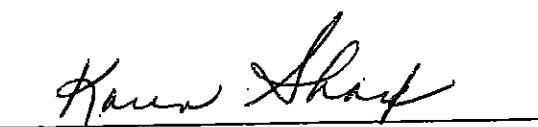
13. All subsequent unit owners are responsible for the proper maintenance and repair of a satellite dish installed by a previous unit owner.

This Resolution is adopted this 8 day of April, 2015,
by the Board of Trustees of the Riverwalk at Clifton Condominium Association, Inc.

ATTEST:

RIVERWALK AT CLIFTON
CONDOMINIUM ASSOCIATION, INC.


Steve Ezring, Secretary


Karen Sharp, President

RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION, INC.

RESOLUTION

PERTAINING TO:

DUE PROCESS PROCEDURES AND
ALTERNATIVE DISPUTE RESOLUTION

WHEREAS, N.J.S.A. 46:8B-14(k) requires that every community association provide for its members, a fair and efficient procedure for the resolution of disputes; and

WHEREAS, a dispute resolution procedure, as an alternative to litigation, is required for all disputes between individual Unit Owners and their community association, and also between different Unit Owners; and

WHEREAS, the Articles of Incorporation, Master Deed, Declaration of Covenants, Conditions and Restrictions, By-Laws, Rules, Regulations and Resolutions of the Association (hereinafter "Governing Documents") already create certain rights in the Association and in the Unit Owners, with respect to the resolution of disputes, which the Board finds may be furthered by the establishment of these procedures, which are intended to guarantee fundamental fairness and the basic elements of due process;

NOW, THEREFORE, BE IT RESOLVED, that the following procedures shall be and are hereby adopted:

I. VIOLATION:

A "violation" is a breach or failure by a Unit Owner, his/her family, guests, or lessees to comply with the Governing Documents of the Association. Each Owner is responsible for the conduct of his/her family, guests or lessees. Notwithstanding the above, matters in litigation (i.e. conduct which is or becomes the subject of a civil or criminal action) shall not be considered a

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violation, and will not be mediated or heard by the Association. The Association will not assist in bolstering the position of any party to a civil or criminal action.

II. REPORT OF ALLEGED VIOLATION:

A. Report:

i. Association Member/Committee Member/Board Member.

Any Association Member, Tenant, Committee Member or Board Member may bring an allegation of violation. Allegations must be brought to the Property Manager. Allegations will be received by telephone call, in person or in writing. The Board recommends that allegations of violation be brought in writing.

ii. Property Manager.

The Association's Property Manager may, upon observation of a violation, bring an allegation.

B. Verification of the Existence of a Violation

Upon receipt of an allegation, the Property Manager may do one or more of the following:

- i. investigate the substance of the allegation;
- ii. turn the matter over to the Judiciary Committee for investigation of the substance of the matter;
- iii. consult with the Association's attorney as to whether the facts or circumstances reported, if established as true, constitute a violation; or

- ii. When due to the seriousness of the offense, or when the Property Manager in her discretion feels informal action is inappropriate, a Notice of Violation shall be issued.

B. Mediation:

The Association shall provide a mediator, without charge, to any Unit Owner who has had a dispute with another Unit owner, and is desirous of resolving the dispute through the mediation process.

i. Initiating Mediation:

- a. By the Property Manager: If the Property Manager believes that mediation is appropriate, he/she may contact the Complainant and Respondent and ask them to participate in mediation.
- b. By a Unit Owner: A Unit Owner may request mediation by making a written request to the Property Manager. The Property Manager shall, upon receipt of the request, correspond with the other party(ies) to the dispute and ask if the said party(ies) will agree to participate in the mediation process. The mediation process will take place only with the consent of the parties to the dispute.

ii. The Mediation Process:

The Board shall designate an appropriate mediator. The mediator may be Association Counsel (except in the cases in which the Association is a party to the mediation), a respected member of the

community, a disinterested Unit Owner, or a CAI approved mediator. The mediator shall set a time, place and date for a Hearing, and through the Property Manager, notify the parties. Any party may call witnesses, and produce documents or physical or demonstrative evidence. The mediator shall control the order of the production of evidence. He/she shall have broad discretion to control the Hearing, and may exclude repetitive or irrelevant evidence.

iii. Resolution of the Dispute:

The recommendation of the mediator shall not be binding unless all parties agree otherwise. Any party may withdraw from mediation at any time. There shall be no penalty for having participated in the mediation process. Any testimony or evidence introduced at a mediation hearing shall not be used against the party who introduced it, in any subsequent Covenants Hearing. If requested, the mediator shall provide his/her recommendation in writing, stating the reasons therefore.

C. Notice of Violation:

i. Violation/Cease and Desist Letter When Appropriate:

In the event that:

- a. An allegation has been verified;

- c. In the case of continuing violations, a deadline for the violation to cease or be corrected. A reasonable amount of time at least seven (7) days in length should be provided as a default timeframe.
- d. The following language must be included in the Notice:

Article 17 and 19 of the this Association's By-Laws govern the dispute resolution process and the rights of all participants in it. You must be familiar with them. If you do not follow the procedures outlined, the Covenants Committee may conclude that you have waived your legal rights.
- e. In addition to designating a deadline to cease continuing violation or in case of a one-time violation a statement which indicates that the fine shall automatically be posted to the Respondent's maintenance account if he/she does not respond to the notice within seven (7) days or does not pay the fine within thirty (30) days.
- f. A statement of the fines, penalties, costs of restoration of General Common or Limited Common Elements, damages, other expenses and/or other sanctions that the Association is imposing for the Violation or will impose if the Violation continues.
- g. A request that the Respondent notify the Property Manager if and when the alleged Violation ceased or was or becomes corrected.
- h. In the event that the Respondent requests a hearing, a statement advising that a Hearing date will be set by the Judiciary Committee, and that the Respondent will be advised by a formal Notice of Hearing.

- i. In the case of a one-time violation, a statement advising that failure to respond to the Notice of Hearing in writing within seven (7) days will be deemed a default, and will constitute an acknowledgement that the Noticed Violation(s) occurred. The statement should advise the Respondent that if the Respondent fails to respond to the allegation(s) in accordance with the Notice, fines, penalties, damages or other costs may be automatically posted to the Respondent's/Unit Owner's account. The Notice will also state that if the Respondent requests a hearing, damages, fines, penalties and other sanctions will be stayed until the Judiciary Committee reaches a decision. The Notice should advise the Respondent that in the event of a hearing, the Judiciary Committee may impose the same or a greater or lesser fine, penalty or sanction.
- j. The Property Manager shall have the authority to make recommendations to the Judiciary Committee as to informal adjustment of fines, penalties, damages, or sanctions.
- k. The Judiciary Committee shall have the authority to recommendation from the Property Manager, or set its own criteria for informal resolution, which, provided it is accepted in writing by the Respondent, will become the decision of the Judiciary Committee, and shall result in dismissal of the Complaint.

iii. Preliminary Consideration of Complaint by Judiciary Committee:

Upon receipt of the Notice of Violation, the Judiciary Committee may request additional information from the Property Manager and/or the Respondent, and shall then proceed as set forth below.

iv. Contents of Notice of Hearing:

In the event a Respondent requests a hearing, the following notice requirements and procedures shall be adhered to:

- a. Service of the Notice of Hearing. The Judiciary Committee's Notice of Hearing will be served on all the parties by either personal service or by certified mail, return receipt requested, at the address appearing on the books of the Association at least fifteen (15) days prior to any hearing scheduled. If mailed, service of Notice will have deemed to be received three (3) days after mailing in a regular depository of the United States mail.
- b. Contents. The Notice will set forth the time, date and place of the Hearing. The Notice will advise the Respondent that he/she: (i) may be represented by counsel at the Hearing, if he/she so desires; (ii) is entitled to request the appearance of witnesses; (iii) is entitled to cross-examine any witnesses appearing against him/her; and (iv) may request the production of Association documents directly related to his/her defense, by notice to the Board not less than five (5) days prior to the Hearing.

c. Notice of Defense. Service of a Complaint and Notice of Hearing must be accompanied by a Notice of Defense. The Notice of Defense must state:

As a Respondent, you may:

1. attend any hearing held by the Covenants Committee on the Complaint.
2. object to the Complaint on the grounds that it does not state the acts or omissions or the relevant sections of the Governing Documents that are alleged to have been violated and upon which the Covenants Committee may proceed;
3. object to the form of any Complaint that is so indefinite or uncertain that the Respondent cannot properly prepare a defense; and
4. admit to the Complaint in whole or in part. In such event, the Covenants Committee will meet to determine appropriate action or penalty, if any.

Article 17 and 19 of the Association's By-Laws govern the dispute resolution process and the rights of all participants in it. You must be familiar with them. If you do not follow the procedures outlined, the Covenants Committee may conclude that you have waived your legal rights.

d. Response. The Notice of Hearing shall require that the Respondent send a written response to the Judiciary Committee Chair at the address of the Association's Property Management office within seven (7) days of its receipt indicating his/her intent to be present at the Hearing. Failure to file a response within seven (7) days will be deemed an acknowledgement that the violations have occurred. If any party can promptly show good cause as to

why he/she cannot attend the Hearing on the set date, and indicates the times and dates on which he/she would be available, the Judiciary Committee shall grant one adjournment, reset the time and date of Hearing, and promptly deliver notice of the new Hearing date. Any further adjournments shall be granted in the discretion of the Judiciary Committee.

- e. Amended or Supplemental Complaints. At any time prior to the Hearing date, the Judiciary Committee may permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, and the Respondent is served less than ten (10) days before the Hearing, the Respondent shall be entitled to an adjournment to afford the Respondent a reasonable opportunity to prepare a proper defense.
- f. Discovery. Upon written request to the Property Manager, made prior to the Hearing and within five (5) days after service of the Notice of Hearing by the Judiciary Committee or of any amended or supplemental Notice, any party is entitled to: (1) obtain the names and addresses of witnesses, to the extent known to the other party and (2) inspect and make a copy of any statements, writings, or reports relevant to the subject matter of the Hearing. Anytime ten (10) or more days before the initial date of the hearing or a continued hearing, any party must mail or deliver to the opposing

party a copy of any sworn statement, which that party proposes to introduce into evidence. Unless the opposing, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the author, the opposing party's right to cross-examine the author is waived and the sworn statement, if introduced into evidence, will be given the same effect as if the author had testified orally. If any opportunity to cross-examine a statement's author is not afforded after request is made as provided above, the statement may be introduced in evidence but it must only be given the same effect as hearsay evidence. Nothing in this section, however, shall authorize the inspection or copying of any writing or thing, which by law is privileged from disclosure or is otherwise made confidential or protected. Any party claiming his/her request for discovery and has not been complied with shall submit a petition to the Board of Trustees. The Board of Trustees shall make a determination and issue a written decision stating the matters or parts thereof, which the Respondent is entitled to discover. The failure of a party to turn over information deemed relevant by the Board of Trustees may be in the Board's discretion, be grounds for dismissal.

IV. THE HEARING:

A. Composition of the Committee and the Hearing Officer

The Judiciary Committee will consist of not less than three (3) members (which shall constitute a quorum), who will hear and consider the matter and render a decision. The Committee may be composed of Owners, Board Members or any combination thereof. The Judiciary Committee shall select a Hearing Officer to preside over the Hearing. The Hearing Officer need not be a member of the Association or of the Judiciary Committee. It is the duty of the Hearing Officer to summarize the rules and procedures by which the Hearing is to be conducted and conduct the hearing. The Hearing Officer may determine the manner in which the Hearing will be conducted, so long as the rights set forth in this resolution are protected. Technical Rules of Evidence or procedure may be relaxed in the discretion of the Hearing Officer who, nevertheless, reserves the right to exclude all irrelevant, immaterial or repetitious evidence. Generally, any relevant evidence shall be admitted if it is the sort of evidence upon which responsible persons are accustomed to relying. The Hearing Officer may also impose reasonable time limits upon testimony and may impose similar limits upon the number of witnesses to be called. Sworn statements will not be admitted into evidence.

Whenever the Judiciary Committee commences a hearing, and a Committee member withdraws before a decision is rendered, the

remaining members will continue hearing the case to conclusion. If a quorum was established when the hearing began, the withdrawal by a Committee member will not cause the hearing to cease.

B. Rights of the Parties.

At the request of the Respondent, or in the event that a Respondent fails to appear, the Judiciary Committee may declare a default or conduct the Hearing in his/her absence. The failure to appear in person to answer questions and be cross-examined may, however, be detrimental to Respondent's defense. At the request of either party, or upon its own motion, the Committee may conduct the hearings in private session. Each party shall have the right to do any or all of the following:

- (1) make an opening statement;
- (2) introduce evidence, testimony, and witnesses;
- (3) cross-examine opposing parties and witnesses;
- (4) rebut evidence and testimony; and
- (5) make a closing statement.

If a party does not choose to testify in his/her own behalf, he/she may nevertheless be called to testify and questioned. The Judiciary Committee may also request the presence and testimony of the Property Manager and/or other persons.

Oral evidence may, in the discretion of the Hearing Officer, be taken on oath or affirmation administered by the Hearing Officer.

C. Decision

After a Hearing on any matter, the Committee shall issue a written decision as to its ruling, and the reasons therefore, within thirty (30) days. A decision of the Committee must be by majority vote. Copies of the decision shall be distributed to the party(ies) and to the Board of Trustees and Property Manager.

D. Penalties

Subject to these procedures, the Property Manager/Association is authorized, in the case of a Notice of Violation, and the Judiciary Committee is authorized in the case of a decision to:

1. require the Unit Owner to pay for any damages caused or to pay for any expenses caused by any violation;
2. impose non-monetary penalties and other sanctions, including suspension of voting rights and the right to use the Association's facilities during any period of continued violation, or in the case of a single violation, for a period not to exceed 90 days, and
3. impose fines as attached in the Resolution entitled "Pertaining to a System of Fines and Penalties for the Enforcement of the Association Governing Documents".

If the one or more charges in the complaint are upheld at the Hearing, the Judiciary Committee shall have the power to assess costs of the Hearing

(including counsel fees) in an amount not to exceed Two Hundred Fifty (\$250.00) Dollars and an accumulated fine in an amount not to exceed the maximum amount permitted, plus penalties and costs of restoration, if applicable, to the Respondent(s). The Committee shall also have the power to charge reasonable late fees for failure to pay fines, order restitution, direct the Association to repair any condition left unattended by the Respondent and charge a reasonable service charge for the cost of the correction of any condition found to be in violation of the rules. For continuing infractions, the Association may fine at the rate of a certain number of dollars per day until the conduct is terminated, or order any other remedy permitted by law.

Nothing herein shall be deemed to limit the power of the Association to perform any act permitted by law, or by the Governing Documents.

V. APPEAL:

A. Grounds for Appeal

- (i) Decisions of the Judiciary Committee may be appealed to the Board of Trustees. The right of the appeal shall not be based upon a claim that the decision contains or is based upon erroneous or otherwise inappropriate factual determination, but must be based upon one or more of the following:

- (a) that a member of the Judiciary Committee who heard the matter, should have been disqualified;
- (b) that the Judiciary Committee failed to substantially comply with the procedure described herein; or
- (c) the Judiciary Committee based its determination on a mistaken interpretation of the Governing Documents.

No new evidence may be presented at an appeal hearing, unless that evidence could not reasonably have been presented at the hearing before the Judiciary Committee. For good cause shown, the Board may make exceptions to this rule.

- (ii) The Board may, by at least a seventy-five (75%) percent vote, reverse, or modify such decision or the penalty imposed after reviewing written grounds for the appeal provided by the Respondent. The Board may at its own discretion require oral argument.
- (iii) The Board may, on its own motion, review any action, ruling or decision of the Judiciary Committee and a vote of a majority of the full, authorized membership of the Board may modify or reverse any action, ruling or decision.

B. Notice of Appeal

Appeal must be submitted in writing by letter, to the Board of Trustees within thirty (30) days of delivery of the written decision of the Judiciary Committee to the Respondent. The Appeal should specify the grounds for

the appeal. Appeals must be legibly written and be submitted to the Board in substantially the following form: "(I/We, hereby petition the Board of Trustees to hear an appeal of the decision of Judiciary Committee (Application). (I/We) further understand that within the Association the decision of the Board of Trustees on this issue is final."

C. Notice of Hearing for Appeal

The Board of Trustees shall serve a Notice of Hearing for any appeal, on the parties by either personal service or by certified mail, return receipt requested at the address appearing on the books of the Association at least ten (10) days prior to the date of the Hearing. The Board of Trustees will grant one adjournment for good cause shown. Other adjournments shall be granted in the discretion of the Board.

D. Decision on Appeal

A final decision of the Board must be rendered within sixty (60) days of hearing an Appeal. The Board must take action in closed session at one of its regularly scheduled meetings or at a special meeting scheduled for the purpose of deciding the appeal. The Board may uphold the Judiciary Committee's decision in its entirety, or it may modify, or reverse such decision.

VI. DISQUALIFICATION:

It shall be incumbent upon each member of the Judiciary Committee or the Board of Trustees (in the case of hearing an appeal) to make a determination as to

whether that member is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of objective consideration of the case shall disclose his/her decision to disqualify himself/herself to the other members and shall become inactive during the proceedings and have it so recorded in the minutes. Any member of the Judiciary Committee or the Board of Trustees has the right to challenge any other member who is unable to function on a Hearing Panel in a disinterested and objective manner. No member of a Hearing Panel shall participate in any proceeding if he/she:

- (a) is by blood or marriage related to any party to the proceeding or to any attorney appearing in the proceeding on behalf of a party;
- (b) has a direct financial interest in the proceeding;
- (c) is involved in the dispute before the Judiciary Committee; or
- (d) feels he/she is personally involved and unable to act in a disinterested manner.

Prior to a Hearing by the Judiciary Committee, the Respondent may challenge any member of the Judiciary Committee for cause. In the event of such a challenge, the Board of Trustees shall meet within five (5) days to determine the sufficiency of the challenge. If the Board sustains the challenge, the Board shall appoint a replacement for the challenged member. Decisions of the Board as to disqualification shall be final.

VII. INTERPRETIVE RULINGS:

Any Association owner, the Board, or Property Manager may request ruling on any provision of the Governing Documents. A ruling may be requested to:

- (1) clarify the intent of provisions of the Governing Documents;
- (2) decide whether certain provisions are inconsistent with other provisions of the Governing Documents; or
- (3) decide whether or not a rule or regulation was duly adopted.

Interpretation decisions shall be rendered in writing, and shall not amend, expand or limit the provisions of the Governing Documents. The Committee may, however, recommend to the Board that amendments, expansions or limits be established. The petition must be legibly written and set forth the language of the provision in question, the reference to that language in the governing documents, the issue to be resolved by the ruling, and the name and address of the petitioner.

Interpretation decisions must be completed and submitted to the Board of Trustees by the Committee within forty-five (45) days of such request. The Board shall consider the interpretation, and the Board will have sixty (60) days from its receipt to accept or reject the interpretation. If the interpretation is not rejected within the sixty-day (60) period, the ruling shall become final.

VIII. ARBITRATION:

In the event of a dispute between a Unit Owner and the Association, not having to do with the enforcement of the covenants, the matter may, at the request of either

party, be referred for a hearing before an attorney upon which both parties agree, provided the attorney named is a member of the Community Associations Institute. The parties will split the cost of the hearing and each party shall bear their related attorney fees. The Unit Owner must post the sum of \$500.00 with the Association in order to begin this process. A hearing shall take place within forty-five (45) days of receipt of the dispute by the Association's office. Parties will be notified of the hearing date by personal service or certified mail, return receipt request. Notwithstanding the above, should good cause be shown, the Arbitrator shall grant one adjournment request. At the Hearing, both sides will present their respective positions, and the attorney shall act as Arbitrator. The attorney shall exercise his/her best efforts to permit the parties to reconcile their differences, but if this does not occur, the decision of the Arbitrator shall be binding. The Arbitrator shall provide a written decision to the parties, within thirty (30) days of the hearing, and a copy to the Board of Trustees.

IX. CONSTRUCTION:

A. "Due Process", as used in this Resolution refers to the following basic rights:

1. The right to be notified of the charges.
2. The right to have an opportunity to be heard at a hearing, at which witnesses may appear and be cross-examined, and at which evidence may be introduced.
3. The right to appeal, as described in this Resolution.

4. The right to basic fairness.
- B. Any inadvertent act or omission or failure to follow procedures as outlined in this Resolution, will not invalidate the result of any decision or ruling, as long as prudent and reasonable attempt was made to assure the above basic due process rights.

X. ALTERNATIVE DISPUTE RESOLUTION:

A Unit Owner is encouraged to pursue all available remedies of the Association, as prescribed by these procedures, before resorting to a court of law. A Unit Owner may also request alternative dispute resolution (ADR) and the Association, through the Board of Trustees, will provide ADR, as required by law, as an alternative to litigation.

XI. MISCELLANEOUS:

1. Nothing herein shall serve to limit the powers or duties of the Board or the Association, as described in the Governing Documents.
2. This Resolution replaces any prior resolutions governing the Judiciary Committee and the Procedure for Violations or other disputes.

XII. NOTICE AND RECORDING:

The Association's Property Manager is directed to distribute a copy of this Resolution to every Unit Owner. The Association also directs its legal counsel to

arrange for recordation of a copy of this resolution with the Passaic County Register's Office.

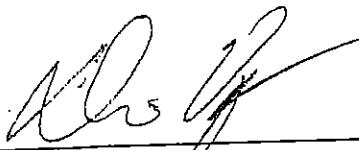
The Passaic County Register is authorized, requested and directed to note a reference to this Resolution in the margin of the Declaration of Covenants, Conditions and Restrictions (and/or any other appropriate place).

ATTEST:



Secretary, Dave Spera

RIVERWALK AT CLIFTON
CONDOMINIUM ASSOCIATION, INC.



President, Dorin Vogt

RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION, INC.

RESOLUTION PERTAINING TO SYSTEM OF FINES

WHEREAS, the Governing Documents empower the Board with all duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of the Development and to do or cause to be done all such other lawful acts and things as are not by law, or by the Governing Documents directed or required to be done or exercised by members of the Association or Unit Owners, or by others; and

WHEREAS, Article 5.11, Section P of the By-Laws provides that the Board has the power to make and enforce compliance, by levying fines or otherwise; and

WHEREAS, the Board deems it necessary to implement a fine to aid and supplement the enforcement of the Rules and Regulations of the Association;

NOW, THEREFORE, BE IT RESOLVED that the following system of fines be and hereby is adopted:

1. Violations of the Rules and Regulations, By-Laws or Master Deed, may, at the discretion of the Board or the Covenants Committee, be treated as a separate violation for each day after the notice of the conduct is served upon the offending party or responsible unit owner.

2. Whenever conduct complained of results in a hearing before the Board or the Covenants Committee and resulted in a finding of violation, the unit owner shall be fined in an amount not greater than \$25.00 for each violation.

3. Whenever conduct complained of results in a hearing before the Board or the Covenants Committee and similar conduct resulted in a finding of violation at a prior Board or Covenants hearing, the unit owner may be fined in an amount not greater than \$50.00 for each violation.

4. Whenever conduct complained of results in a hearing before the Board or the Covenants Committee and similar conduct resulted in a finding of violation at two prior Covenants hearings, the unit owner may be fined in an amount not greater than \$75.00 for each violation.

5. Whenever conduct complained of results in a hearing before the Board or the Covenants Committee and similar conduct resulted in a finding of violation at three or more Board or Covenant hearings, the unit owner may be fined in an amount not greater than \$100.00 for each violation.

6. Whenever the conduct complained of is of a continuing nature, the unit owner may be fined \$10.00 per day for each day the violation continues until such time as the violation is abated.

7. Whenever a hearing is not requested before the Board or Covenants Committee and the conduct complained of resulted in a finding of violation, the Association's managing agent shall have the authority to fine the unit owner as specified in Paragraph 2 through 5 of this resolution for each violation.

8. The Board or the Covenants Committee shall be authorized to suspend voting rights and the right to use amenities for a period of not greater than thirty (30) days for any single non-continuous violation. If the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated.

9. The Board or the Covenants Committee may order the assessment of the reasonable cost of repair of any item on the common elements which is damaged intentionally or through the negligence of a unit owner, his tenant or guest.

10. The Board or the Covenants Committee may assess fines beginning with the date of the first offense, which fine may continue until the violation found is abated.

This Resolution is adopted this 12 day of March, 2003,
by the Board of Trustees of the Riverwalk at Clifton Condominium Association, Inc.

ATTEST:

D.S. 2/12/03
David Spera, Secretary

RIVERWALK AT CLIFTON
CONDOMINIUM ASSOCIATION, INC.

N.J. Vogt, President
Barin Vogt

RIVERWALK AT CLIFTON
CONDOMINIUM ASSOCIATION, INC.

**PROCEDURES FOR THE COLLECTION OF DELINQUENT
ASSESSMENTS AND CHARGES**

WHEREAS, Section 7.07 of the Master Deed states that it shall be an affirmative and perpetual obligation of the Board to fix annual common expenses assessments in an amount at least sufficient to maintain the exterior of the buildings and to maintain and operate the common elements; and

WHEREAS, Section 7.01 of the Master Deed states that every unit owner, by acceptance of a deed or other conveyance for a unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed covenant and agreed to pay to the Association all annual, emergency and special common expense assessments; and

WHEREAS, Section 7.06 of the Master Deed states that no unit owner may waive or otherwise avoid liability for any type of common expense assessment by non-use of the common elements; and

WHEREAS, Section 7.02 of the Master Deed states that each assessment shall be a continuing lien upon the unit against which it was made, and that it shall also be the personal obligation of the owner of the unit; and

WHEREAS, Section 5.11(V) of the By-Laws provides for the Association to recover interest or late fees or both, and the cost of collection (including attorney fees), when collecting delinquent accounts; and

WHEREAS, Section 7.02 Master Deed provides that units in default in the payment of their assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property; and

WHEREAS, Section 7.06 of the Master Deed states that the Association may initiate a lawsuit to recover a money judgment for unpaid common expense assessments without waiving the lien securing same; and

WHEREAS, pursuant to Section 5.11 of the By-Laws, the Board shall have the necessary powers for the administration of the affairs of the Association, including but not limited to the power to adopt and amend rules and regulations covering the details of the operation and use of the common property of the Association; and

WHEREAS, Article 5.11(U) of the By-Laws states that in the event of a default in the payment of an installment upon a common expense assessment, the Board may accelerate the remaining installments of the assessment, file a lien for such accelerated

amount upon notice to the unit owner, notify any institutional lender of the delinquency;
and

WHEREAS, Section 7.06 of the Master Deed provides that the Board may

Foreclose if a default occurs in the payment of delinquent assessments; and

WHEREAS, the inability to collect assessments when due limits the capability of
the Association to carry out its designated functions as described in the Master Deed and
By-Laws of the Association;

NOW THEREFORE BE IT RESOLVED that the following collection
procedures shall be and are hereby adopted by the Association, in order to effectuate the
provisions of the Governing Documents cited above:

1. Payment of Common Expense Assessments shall be due on the 1st day of each month. Any special and other assessment shall be due on the 1st day of the month following the month in which the assessment was approved by the Board, unless the Board otherwise directs. Any fines levied shall be due and payable thirty (30) days after they are issued, but any bills or invoices sent by the Association shall (if practicable) reflect the assessment of the fine on the first day of the month following the date upon which the fine is levied.
2. Membership rights and privileges shall automatically be suspended for any unit, for any period during which any account is delinquent. Upon payment in full of delinquent balances, including fines, late fees and counsel fees, membership privileges shall be automatically and immediately restored.
3. In the event an account is not paid by the 15th day of the month in which it is due, it shall be deemed delinquent. By "received" shall be meant that the payment is actually received in the management office, or at any lock box designated by the Board. Management shall send a letter to any

RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION
Resolution 2001-02
(imposing a late fee)

WHEREAS, Paragraph 5.11 (V) of the By-Laws empowers the Board of Directors (the Board) of the Riverwalk at Clifton Condominium Association (the Association) to collect late fees in any reasonable amount from any owner failing to pay monthly assessments and after obligations due to the Association in a timely manner; and

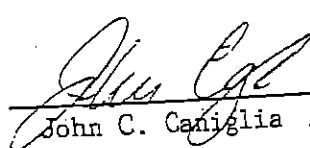
WHEREAS, it is necessary and appropriate for the Board to impose a reasonable late fee on owners who fail to pay these fees in a timely fashion, in order to encourage timely payment and to compensate the Association for the costs and inconvenience of late payments.

NOW THEREFORE, BE IT RESOLVED this 24 day of April,
2001 as follows:

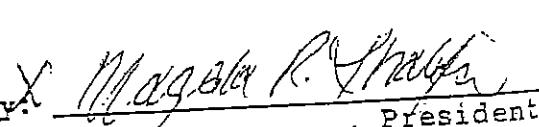
1. A \$10 late fee shall be charged on any account with a delinquent balance as of the 15th of the month and \$25 for obligations more than 30 days old.
2. This late fee shall not apply if the outstanding delinquent balance consists exclusively of late fees (ie, late fees will not be charged on late fees).

ATTEST:

By:


John C. Caniglia, Secretary

RIVERWALK AT CLIFTON
CONDOMINIUM ASSOCIATION

By: 

, President

RIVERWALK AT CLIFTON
CONDOMINIUM ASSOCIATION, INC.

DUE PROCESS PROCEDURES
AND ALTERNATIVE DISPUTE RESOLUTION

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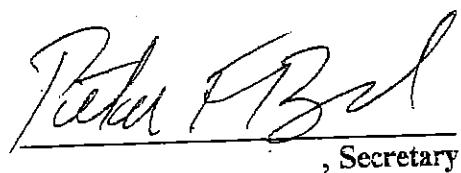
owner whose account is delinquent, notifying the account holder of the delinquency and assessing a late fee of \$20.00. The letter shall notify the owner of the assessment of the late fee. The letter shall further advise that if payment is not made within ten (10) days, the account will be turned over to legal counsel for collection. For each month thereafter in which the account balance is not zero, there shall be due and owing a late payment of \$20.00.

4. If the account is not paid in full by the last day of the ten (10) day period, management shall turn the account over to legal counsel for collection.
5. Management shall instruct counsel in each such case, to send a letter to the delinquent unit owner, by regular and certified mail, advising of the consequences of the failure to bring the account current. Counsel's letter must advise the owner of the amount due, including late fees and counsel fees and the amount of acceleration through the remainder of the calendar year. If the account is not paid within ten (10) days of counsel's letter to the delinquent unit owner, counsel is authorized, unless otherwise instructed by the Board, to file such liens or institute such proceedings as are permitted by the Governing Documents of the Association. Those proceedings may, but need not be, limited to the following:
 - A. The acceleration of the entire amount due for the remainder of the calendar year in which the collection efforts have begun, and thereafter for each calendar year in which a balance remains outstanding;
 - B. The filing of a lien or other legal instrument which may prevent the sale of the unit;
 - C. Reporting the account to credit reporting agencies such as TRW or Equifax;
 - D. Initiation of lawsuits to recover amounts owed;
 - E. Initiation of foreclosure actions and bidding on behalf of the Association at Sheriff sales for the unit; and
 - F. Conducting such discovery both, pre-judgment and post-judgement as may be appropriate and proceeding to trial on such cases as may be necessary.
6. Counsel shall add to each delinquent account, charges for counsel fees and costs as proceedings are undertaken against the defaulting unit owner.
7. In the event that a partial payment of a delinquent account, is made, the Association shall apply such monies to the oldest balance due, whether that balance is represents counsel fees, late fees, fines, interest or maintenance fee delinquency. The receipt of a partial payment shall not in any way be deemed to restrict the right of the Association to pursue its remedies in order to obtain a payment of an account in full.

8. Management is authorized, without presentation to the Board, to waive one late fee per 2-year period, per account, good cause having been shown. A second late fee, in any account, in a 2-year period, may only be waived if the unit owner arranges for direct debit of maintenance fee monthly payments to be received by the Association, from the owner's bank account.

This Resolution is adopted this _____ day of _____,
_____, by the Board of Trustees of Riverview at Clifton Condominium Association,
Inc.

ATTEST:


Peter F. Bal

Secretary

RIVERVIEW AT CLIFTON
CONDOMINIUM ASSOCIATION, INC.


Karen L. Sharp, President

Karen L. Sharp, President

RIVERVIEW AT CLIFTON/Resolutions/Collections Resolution



October 1, 2020

Unit Owner
Clifton, NJ 07014

Re: Dryer Vent Cleaning

Dear Riverwalk Homeowners:

As you may be aware, maintenance and repair of the dryer vent is the responsibility of each unit owner. The responsibility extends from the dryer vent out to and including the plastic cover located on the exterior of the building. The failure to clean both the inner ductwork and the exterior housings could lead to a problem with your dryer not drying efficiently; more importantly, however, it can cause a fire.

In September 2008 the Board adopted the Resolution Regarding Dryer Vent Cleaning. In accordance with this Resolution, your dryer vent must be inspected and/or cleaned as necessary every other year. Please be reminded that as noted in the Resolution, the **appropriate receipt** must be forwarded to the Management Office prior to December 31, 2020.

Listed below are six contractors who have expressed to our office that group rate discounts will be available to the homeowners at Riverwalk:

Chute Master Indoor Environmental Services	800-234-4656
Expert Air Duct and Dryer Vent Cleaning Services	973-209-1102
Security Air Duct and Dryer Vent Cleaning	201-739-4907
A+ Horizon Air Duct Cleaning Services	973-349-5215
Apex Air Duct Cleaning & Appliance Repair	732-257-4590
A+ Air Duct Cleaning Services	973-349-5215

There are no exceptions, as this is a fire safety issue. Please provide your receipt by submitting it through TownSq or by mailing it to Associa Community Management C/O Riverwalk at Clifton 55 Lane Road, Suite 440 Fairfield, NJ 07004. If you have any questions, please do not hesitate to contact the office at 973-773-6262. Thank you for your anticipated cooperation.

Sincerely,

Suzanne Lach, CMCA, PCAM
Property Manager

Prepared by: _____
John J. DeLaney, Esq.

RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION, INC.
(the "Association")
ADOPTION OF RESOLUTION NO. ____

REGARDING UNIT DRYER VENT INSPECTION AND CLEANING

WHEREAS, Section 10.01 of the Master Deed and 5.11 of the By-Laws empower the Board of Trustees to promulgate Rules and Regulations governing maintenance, upkeep, and care of the property; and

WHEREAS, Section 8.01 of the Master Deed requires all Unit Owners, at their own cost and expense, to promptly furnish, perform, and be responsible for all maintenance, repairs and replacements to their Unit in accordance with any Association Rules and Regulations; and

WHEREAS, many, if not all, of the Units in the Association contain dryer vents for the exclusive use and enjoyment of the Unit Owner; and

WHEREAS, in accordance with Section 1.01 of the By-Laws, the Association desires to protect and further the health, safety and general welfare of community residents; and

WHEREAS, the Association desires to implement rules and regulations with respect to the inspection and cleaning of individual unit dryer vents;

NOW, THEREFORE, BE IT RESOLVED on this 10 day of September 2008 that the Board of Trustees hereby adopts the following rules and regulations pertaining to the inspection and cleaning of individual Unit dryer vents:

1. Each Unit Owner shall be required to have the dryer vent inspected and, if necessary, cleaned by December 31 of every other year, commencing on 2008.
2. The inspector selected by the Unit Owner must maintain liability insurance, proof of which is to be provided to the Association upon request, and will be held responsible for any damage caused by the inspection and/or cleaning of the dryer vent.
3. Each Unit Owner must submit to the Association a document identifying that the inspection and/or cleaning has been completed, prior to the completion deadline, for every dryer vent located in each Unit owned by the Unit Owner.
4. Any Unit Owner found in violation of this Resolution may be assessed a fine in the maximum amount permitted by the Association's governing documents, By-Laws or applicable law without further notice unless a hearing is requested by the Unit Owner.

NOTICE AND RECORDING. The Association's Managing Agent is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate the same, along with a copy of this Resolution, to all Unit Owners. The Association also authorizes and directs its legal counsel to arrange for a recordation of a copy of this Resolution with the Passaic County Clerk's Office in order to establish the recording of this clarification to the Declaration in the chain of title. The Passaic County Clerk is authorized and requested to annotate the Declaration to reference the recording of this amendment.

This Resolution is adopted this 10 day of September 2008, by the Board of Trustees of the RiverWalk at Clifton Condominium Association, Inc.

ATTEST:

RIVERWALK AT CLIFTON
CONDOMINIUM ASSOCIATION, INC

SECTION

9

Riverwalk at Clifton Condominium Association
Clifton, NJ 07014

Dear Homeowner:

We are pleased to announce that your Board of Trustees has selected Fullerton Grounds Maintenance to remove snow from the roadways, sidewalks and driveways at Riverwalk at Clifton during the 2018/2019-winter season. Management has prepared a few guidelines, which will enable you to be prepared for the winter months ahead.

- 1. THERE IS TO BE NO PARKING IN THE VISITOR PARKING LOTS DURING A SNOWSTORM OR SNOW CLEARING OPERATIONS- VIOLATORS WILL BE TOWED AT OWNER'S EXPENSE**
 - In order to effectively clear snow, and for the safety of all, be reminded guest parking may have to be utilized for snow storage throughout the snow season.
 - All cars remaining in guest parking will be towed before we begin snow removal operations based on conditions and anticipated snowfall accumulation. It is advised that everyone move their cars out of guest parking when the National Weather Service issues their warnings/advisories.
 - **Be reminded these spaces are for guests only, not residents.**
 - You **MUST** sign up for the **NEW** association website <https://app.townsq.io/login> which replaces the old website (www.athomenet.com/riverwalkatclifton) in order to receive email notifications about snow events.
 - If a vehicle is towed please do not call the management agent. You must call Raineri's Towing 973-773-6850 to retrieve the vehicle. This information is also on the signs in front in the parking stalls throughout the community.
 - If you rent your unit, please inform tenant of the above.
- 2. If there are large accumulations of snow projected, the visitors parking area across the street from the units on Pebblebrook Drive, in front of the low flow channel, will be closed. The excess snow will be relocated to this low flow channel. Any automobiles left in this flow channel parking area immediately prior to and during a storm will be towed at the owner's expense.**
3. Residents SHALL NOT park their cars on any roadways within the complex during the removal process or at any other time during the year.. Automobiles left on the complex roadways will either be towed at the owner's expense or plowed in and the owner will receive a fine.
4. We recognize that there are many residents that must go to their places of business or employment; all efforts will be made to accommodate homeowners as quickly and as efficiently as possible. Please remember, however, this will be done as quickly as weather conditions, equipment and manpower permit.
5. Snow removal from all roadways will commence following snow accumulation of at least two (2) inches unless otherwise directed by the Board of Trustees.
6. Roadways will be opened first throughout the community. This is to ensure that there is a means of ingress and egress for all residents and any emergency vehicles.
7. Sidewalks, driveways and parking areas will then be cleared for area residents. Please remember that the contractor will be working with a master snow removal plan and will reach all common areas as quickly as possible. The contractor has been instructed to stick to the master

plan at all times. Snow removal from these areas generally occurs after the snowfall has ended. Any emergency situation that would require the contractor to deviate from this plan must be made known by contacting the management office.

8. Drifting snow can cause considerable problems for the contractor. As soon as a snowdrift is removed, it can immediately rebuild. All drifts in the breezeways and common areas should immediately be reported to the management office so that when time permits, the contractor can return to the area of drifting to remove the snow. Please be reminded that the unit owner is responsible for removing snow from their patio, balcony, or deck as necessary.
9. Keep a container of sand for use on the walks near your home – **do not use rock salt**. Remember that snow melted by the sun during the day can freeze and turn to ice at night. Ice can form quickly and often be invisible and dangerous. Please use extreme caution when entering or exiting your home.
10. The contractor will place containers of sand in the dumpster enclosures for unit owners to use as necessary. **Please do not remove them for personal use.**
11. If the snowfall is less than two (2) inches, generally no snow clearing will be initiated. However if conditions dictate, at the discretion of the Board of Trustees and Management, some snow removal or ice removal may be ordered.
12. The Board of Trustees and Management always welcomes written suggestions for improvement of snow clearing procedures.
13. Please report to the Management Offices any medical conditions that require daily life-saving treatments such as chemotherapy or dialysis treatments. Every effort will be made to see that your area is cleared as quickly as possible. Remember that emergency vehicles will use every means to enter the community.

While we understand that everyone would like to have snow removed from his or her home first, this is not always possible. With understanding and patience on your part and organization, planning and effort on ours, the disruption of your schedules and activities will be kept to a minimum. We will also try to remove snow from different parts of the community so units are not first or last all of the time.

Thank you in advance for your cooperation with the snow removal effort. Should you have any further questions or concerns, please feel free to contact the Management Office at 973-820-4174 or 4194 or lach@communityservices.com.

Very truly yours,

The Board of Trustees

SECTION

10

RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION

GARAGE LIGHT REPLACEMENT INFORMATION

Manufacturer: Seagull Lighting

Model: 8510-02

Available at SeaGull Lighting Store

[https://www.seagulllightingstore.com/Generation-Lighting-8510-02-Polished-
Brass-Outdoor-Wall-Light.HTM](https://www.seagulllightingstore.com/Generation-Lighting-8510-02-Polished-Brass-Outdoor-Wall-Light.HTM)

Must be polished brass only.



This is a unit owner responsibility. If you need any assistance, please contact the Management Office by submitting a request on TownSq or calling 973-773-6262.

Thank you.

RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION STORM / SCREEN DOOR INSTALLATION

We are pleased to announce that the Anderson HD 4000 Fullview Thermal Storm Door (insulating glass & insect screen) is approved for installation.

Below is the price list, including installation, for each of these models depending on your unit type. There is only one approved installer of the doors **DLS, Maintenance and Construction**, as the exterior of the unit is part of the common elements of the condominium association and is not owned by the unit owner.

Each exterior needs to be modified to accommodate a Storm/Screen Door thus the additional expense in having the door installed. Unit owners should be home at the time of installation. Thank you for your understanding and cooperation.

It takes approximately two (2) to three (3) weeks from order date to complete installation. Full payment, including tax, should be in the form of a check made payable to: DLS Maintenance and Construction. Mail it with the completed Modification Request form to Associa Community Management Corp, 55 Lane Road, Suite 440, Fairfield, NJ 07004, Attn: Suzanne Lach, Property Manager. If you have any questions, please call our office at 973-820-4174 or 4195.

1. Anderson HD 4000 Fullview Thermal Storm Door installed on door with no sidelight. This includes moving doorbell button or notching frame to accommodate button as needed. **Installed \$590.00 plus 7% tax.**
2. Anderson HD 4000 Fullview Thermal Storm Door installed on door with a sidelight. This includes adding a solid wood pre-painted strip to fill space between the storm door and the sidelight frame. **Installed \$620.00 plus 7% tax.**

DLS, Maintenance and Construction is fully insured and they offer a complete, 100% customer-satisfaction guarantee.

**RIVERWALK AT CLIFTON CONDOMINIUM ASSOCIATION
STORM / SCREEN DOOR INSTALLATION**

HD 4000 Storm Door Specs: 452-621

Full-length, dual-pane insulating safety glass and insect screen.

- **Venting Style**
Interchangeable glass and insect screen panels.
- **Lock**
Keyed deadbolt anchors into frame,
Rekeyable to match entry door.
- **Hardware**
Contemporary style,
Brass or Nickel finish,
Tarnish guard.
- **Closer**
Dual closers,
Push-button closer,
Matches door color.
- **Weather-stripping**
Two layers on the top, bottom and sides.

**Riverwalk at Clifton
Condominium Association
Clifton, New Jersey**

Modification Request Form

Dear Committee Members:

In accordance with the Declaration of Covenants, Conditions, and Regulations of the Riverwalk at Clifton Condominium Association, Inc. I hereby apply for permission to make the following alterations to the premises:

Date: _____

Homeowner's Name: _____ Telephone: _____

Address: _____

Contractor's Name: _____ Telephone: _____

Nature of Modification:

The Homeowner hereby agrees to hold harmless and to protect Riverwalk at Clifton Condominium Association, Inc., and their respective directors and agents, against any and all claims or liens arising out of the work to be performed. This includes claims or liens for labor or materials and also claims arising out of damage to adjoining units caused, in whole or part, by the work described in this request. The Homeowner further agrees to indemnify the Association for any expense incurred in defending against the described claims or liens and promptly to make payment to the Association for any damage to improvements resulting from the above requested work.

If a contractor is to perform the work, the contractor will maintain any and all insurance described. It is the Homeowner's responsibility to obtain proof of adequate insurance from the contractor he/she selects before the commencement of work. A Certificate of Insurance will also be filed by the Contractor in the Management Office before the issuance of a building permit. Riverwalk at Clifton Condominium Association, Inc. disclaims any responsibility to the Homeowner if the insurance is inadequate or improperly issued. The Homeowner shall remain obligated to the Association if the insurance is inadequate or improperly issued.

Modification Request Form (Continued)

The Homeowner also agrees that he/she is responsible for the maintenance of all interior or exterior additions to or alteration of the manor generated by the approval of work requested.

Construction/installation of requested and approved modifications must begin within 45 days of receipt of written approval and said modifications must be completed within 90 days of written approval. Failure to comply with these or any of the above specifications will result in the nullification of this document and subsequent approval thereof.

Signature: _____ Date: _____

Contractor: _____ Date: _____

Town Permit Required () Issued

*** Office Use Only ***

Approved: _____ Denied: _____

Member Initials: _____ Date: _____

SECTION

11

RIVERWALK AT CLIFTON

VIOLATION COMPLAINT- WITNESS STATEMENT

PLEASE NOTE: A Violation Complaint must be completely filled out or the complaint will not be considered valid by the Board. After the report has been filed, it will be necessary for you to appear at a hearing. The violator also will be asked to attend this meeting. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

OFFENDER'S NAME: _____

OFFENDER'S ADDRESS: _____

VIOLATION LOCATION: _____

DATE OF VIOLATION: _____

APPROXIMATE TIME OF VIOLATION: _____

VIOLATIONS [description of violation (s)]:

Were any photographs taken:

YES []

NO []

If so, by whom:

Name of Photographer: _____

Date Photograph (s) Taken: _____

Attached all photographs to this form or forward them as soon as possible.

Name of Others Present:

Report Submitted By: _____

Address: _____ Phone Number: _____

I have made the above statements based on my personal knowledge. I will cooperate with the Association and its attorneys to provide additional statements or affidavits and, in the event of a hearing or trial, I will appear to testify as a witness.

Date: _____ Signature: _____

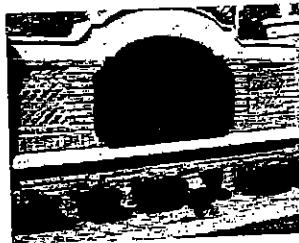
SECTION

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A.C. MARMO & SONS
INSURANCE & FINANCIAL SOLUTIONS SINCE 1929
350 Passaic Avenue, 1st Floor, Fairfield, NJ 07004
Phone (973) 340-9100 / Fax (973) 340-2254
Web: www.acmarmo.com

November 11, 2016



Riverwalk at Clifton
Condominium Association, Inc.
Riverwalk Way
Clifton, New Jersey 07014

Dear Riverwalk at Clifton Unit Owner:

Our office has provided an insurance program to meet the needs of your Association which provides protection for the interest of the Association's Condominium Unit Owners, Directors' and Officers' and Mortgagees. Outlined below and on the attached certificate of insurance is an explanation of your Association's insurance protection.

I. Property Coverage:

- A. The Association's Buildings are insured on a Blanket Basis for "All Risk" of Direct Physical Loss in the amount of \$33,909,229 (subject to policy limitations and standard exclusions such as, but not limited to, earthquake, flood, water seepage, war, pollution, normal wear and tear and vermin.)
- B. Coverage is written on a Replacement Cost Plus Basis which Restores Association Property to its original condition after a loss and affords 25% additional building coverage in the event of a building loss that exceeds the current policy limit, thereby amending the total Building Limit to \$42,386,536.
- C. A \$2,500 per occurrence deductible applies to all property losses.
- D. The Association's insurance policy covers all common areas, building exteriors and defined common elements as outlined by the Master Deed and Bylaws.

II. Liability Coverage:

This coverage protects the Association against bodily injury or property damage to others for which the Association becomes legally liable. It is recommended that you purchase insurance to protect yourself from personal liability.

III. Additional Coverage:

The Association is also protected for Fidelity, Workers Compensation and Directors & Officers Liability. For more information concerning this coverage, please feel free to contact our office for details.

IV. Claims

Any and all claims against the insurance policies held by the Association must First be reported to the Board of Directors and/or Property Manager.

V. Your Need for Personal Insurance:

In order to complete your insurance protection, you, as a Unit Owner, will need to purchase a Condominium Unit Owners policy (Also known as a HO-6 policy). This policy will afford coverage for the interior of your condominium unit, better known as Sheetrock In Coverage, including decorating upgrades or options made by you or a prior owner, personal contents, loss of use, personal liability, and loss assessment.

VI. If Your Unit is Rented to Others:

In order to complete your insurance protection, you, as the owner of a unit rented to others, will need to purchase a Combination Fire and Liability policy. This policy will afford coverage for the interior of your condominium unit, better known as Sheetrock In Coverage, including decorating upgrades or options made by you or a prior owner, personal contents, loss of use, personal liability, and loss assessment. Also, it is important that your tenant secure and provide you with a copy of a Tenants Homeowners policy (Also known as a HO-4 policy) to provide the necessary coverage to protect you and them at time of loss.

VII. Contractors Insurance:

Should you hire a contractor to perform any service at your unit, before the work is started, they must provide you with a certificate of insurance, reflecting their Liability and Workers Compensation insurance coverage, naming you and the association as an Additional Insured.

At this time I would like to thank the Riverwalk at Clifton Condominium Association Unit Owners and Board of Directors for allowing our office the opportunity to handle the insurance for the association and I look forward to working together in the years to come.

Should you have any questions do not hesitate to call me.

Thank You.

Michael S. Marmo

Michael D. Marmo

A.C. Marmo and Sons, Inc.

MDM/dp



SECTION

13



August 21, 2020

Riverwalk I and Riverwalk II Condominium Association
Clifton, NJ 07014

RE: ***Revised*** Budget of Revenues & Expenses - September 1, 2020– August 31, 2021

Dear Unit Owner:

Attached is your copy of the Budget of Revenues and Expenses for the fiscal year September 1, 2020 through August 31, 2021 which has been prepared by Associa Community Management Corporation of New Jersey and will be formally adopted by your Board of Trustees at the Open Session Board Meeting on September 9, 2020 at 6:00 p.m.

Please join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/921381653>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3311](tel:+18722403311)

Access Code: 921-381-653

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<https://global.gotomeeting.com/install/921381653>

Please note that the monthly maintenance fee will remain the same at \$260.00 per unit per month, effective September 1, 2020. In addition, this budget includes the payback for the line of credit taken to pave the roadways. The \$40 per unit per month assessment will continue until August 31, 2023. This will result in the continuation of an additional line item on your monthly maintenance statement of \$40.00 per unit per month for a total overall amount due of \$300 per unit, per month.

In review of the Budget, it should be noted that several line items have been adjusted to more accurately reflect current year costs and new-year projections. We were able to keep the maintenance fee the same by carrying over a surplus from last year's budget. The surplus was mainly from having the pool closed and a mild winter. For your information, even though the pool was not open for swimming, the pool and water chemistry still needed to be managed throughout the season to ensure the pool and equipment remained in good condition. Therefore, only the lifeguard portion and a portion of the pool maintenance budgeted was saved by not opening the pool. The remainder of the surplus was mostly from the snow removal line item. The final audited surplus will be available when the audit for the year ending 8/31/20 is completed. This audit will be made available to all unit owners on the association's website when it is completed.

Mulching the entire community has been added to this budget. The clubhouse will be closed for rentals due to COVID19. We have estimated in the cost to operate the pool in accordance with the CDC and NJ Health Departments current regulations and the pool management line item increased accordingly. It is the boards intention to open the pool next year providing there is a further understanding, vaccination and/or specific insurance available and is economically feasible to purchase for COVID19. The remaining surplus has been invested into the Capital Reserve Fund to help offset the eventual cost for replacing all the roofs. The Capital Reserve Study is available on the association's website. We have our new association attorney trying to negotiate

reimbursement or pick up of our bulk items by the City of Clifton pursuant to the Municipal Fair Services law. As soon as more information is known, we will inform the community. Be reminded, currently, residents are asked to have their contractors or delivery companies remove bulk items and not to leave them by or in the dumpster enclosures.

All interest on Reserve Funds and Deferred Maintenance Funds will remain in their respective accounts and become part of the Fund balance. Remember, if you have automatic bill paying through Associa Community Management Corp, your bank, or another source, you may need to renew the monthly amount paid each month through the bill pay service.

In an effort to save money, the association will be 100% paperless effective 9/1/2020. If you have not already done so, please register on the Association's website at www.townsg.io to receive notices and to access all association documents online.

If you have any questions, please contact the undersigned at suzanne.lach@associa.us.

Thank you,
Suzanne Lach, CMCA, PCAM
Property Manager for The Riverwalk Board of Trustees

Enc.

Budget
Riverwalk at Clifton Condominium Association

Fiscal Year: Budget September 1, 2020 to August 31, 2021

	Description	Current Budget 9/1/19-8/31/20	Approved Budget 9/1/20-8/31/21
4000	Assessment Income	\$767,520	\$767,520
4001	Municipal Reimbursement	\$25,000	\$25,000
4400	Clubhouse Rentals	\$2,500	\$0
4720	Legal Fee Reimbursement	\$3,000	\$3,000
4710	Late Fee Income	\$4,500	\$5,000
4815	Surplus Carryover	\$0	\$50,000
4030	Paving Assessment	\$118,080	\$118,080
Total Income		\$920,600	\$968,600
6600	General Maintenance	\$120,000	\$120,000
6690	Exterminator	\$2,782	\$3,200
6565	Fire Sprinklers	\$3,500	\$4,000
Total Repairs & Maintenance		\$126,282	\$127,200
6100	Landscape Maintenance	\$61,061	\$62,269
6160	Tree Maintenance	\$15,000	\$15,000
6145	Mulch	\$0	\$16,000
6110	Landscape Improvements	\$25,000	\$25,000
6200	Lawn Sprinklers	\$10,000	\$10,000
6442	Snow Removal	\$65,000	\$65,000
6035	Trash Removal	\$34,075	\$34,075
Total Grounds Maintenance		\$210,136	\$227,344
6005	Gas	\$2,000	\$2,000
6000	Electricity	\$32,000	\$34,000
6025	Water	\$14,000	\$16,000
6030	Sewer	\$500	\$500
6050	Telephone	\$600	\$600
6630	Hydrant Fees	\$500	\$500
Total Utilities		\$49,600	\$53,600
6438	Pool Mgmt Contract & Maint.	\$29,000	\$44,800
Total Clubhouse & Rec Expense		\$29,000	\$44,800
7020	Legal Fees	\$3,000	\$3,000
7025	Legal-Collection	\$3,000	\$3,000
7000	Accounting Fees	\$3,750	\$4,000
7040	Management Fees	\$64,024	\$66,585
7010	Engineering Fees	\$500	\$500
5400	Insurance	\$64,000	\$65,000
5045	Dues & Seminars	\$150	\$150
9000	Income Taxes	\$1,000	\$1,000
5210	Photocopies/Mail Expense	\$2,000	\$2,000
5015	Bank Charges	\$354	\$354
Total Administrative Expense		\$141,778	\$145,589
5010	Bad Debt Expense	\$7,200	\$7,200
5840	Permit Fees	\$4,200	\$5,500
5893	Operating contingency	\$4,477	\$2,460
Total Other Operating Expense		\$15,877	\$15,160
9105	Transfer To Reserves	\$327,927	\$334,907
9106	Deferred Maintenance	\$20,000	\$20,000
Total Funds Transfer		\$347,927	\$354,907
Total Expenses		\$920,600	\$968,600

SECTION

14

**Riverwalk at Clifton
Condominium Association, Inc.
Financial Statements
August 31, 2020**

Riverwalk at Clifton Condominium Association, Inc.

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August 31, 2020

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CPAs & Advisors

Independent Auditors' Report

**To the Board of Trustees and Unit Owners of
Riverwalk at Clifton Condominium Association, Inc.**

We have audited the accompanying financial statements of Riverwalk at Clifton Condominium Association, Inc. (the "Association") which comprise the balance sheet as of August 31, 2020, and the related statements of revenues and expenses, changes in fund balances and cash flows for the year then ended, and the related notes to the financial statements.

The Board of Trustees Responsibility for the Financial Statements

The Board of Trustees (the "Board") is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the Board, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Association as of August 31, 2020, and the results of its operations and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Disclaimer of Opinion on Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the information on future major repairs and replacements on page 14 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of the Board about the methods of preparing the information and comparing the information for consistency with their responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Report on Other Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information shown on pages 15 and 16 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of the Board, and except for the portion marked "unaudited" was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. That information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, that information is fairly stated in all material respects in relation to the financial statements as a whole. The information marked "unaudited" has not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we do not express an opinion or provide any assurance on it.



East Brunswick, New Jersey

February 11, 2021

Riverwalk at Clifton Condominium Association, Inc.

Balance Sheet

August 31, 2020

	Total	Operating Fund	Deferred Maintenance Fund	Replacement Fund
Assets				
Cash and cash equivalents	\$ 445,768	\$ 52,921	\$ 4,353	\$ 388,494
Restricted cash	40,000	-	-	40,000
Assessments receivable	8,214	8,214	-	-
Special assessment receivable of \$355,770, net of deferred finance charges of \$25,675	330,095	-	-	330,095
Township reimbursement receivable	27,000	27,000	-	-
Prepaid insurance	10,758	10,758	-	-
Due from funds	220,400	-	-	220,400
Total Assets	\$ 1,082,235	\$ 98,893	\$ 4,353	\$ 978,989
Liabilities and Fund Balances				
Liabilities				
Accounts payable and accrued expenses	\$ 17,357	\$ 9,040	\$ -	\$ 8,317
Other liabilities	100	100	-	-
Assessments received in advance	26,878	26,878	-	-
Loan payable	454,626	-	-	454,626
Due to replacement fund	220,400	195,421	24,979	-
Total Liabilities	719,361	231,439	24,979	462,943
Fund Balances	362,874	(132,546)	(20,626)	516,046
Total Liabilities and Fund Balances	\$ 1,082,235	\$ 98,893	\$ 4,353	\$ 978,989

The accompanying notes are an integral part of these financial statements.

Riverwalk at Clifton Condominium Association, Inc.

Statement of Revenues and Expenses

For the Year Ended August 31, 2020

	Total	Operating Fund	Deferred Maintenance Fund	Replacement Fund
Revenues				
Maintenance Assessments				
Maintenance assessments	\$ 767,260	\$ 419,332	\$ 20,004	\$ 327,924
Adjustment for probable uncollectible accounts (See Note 2)	(8,117)	(8,117)	-	-
Net Maintenance Assessments		759,143	411,215	20,004
				327,924
Other Revenues				
Township reimbursement	28,393	28,393	-	-
Finance charge income	18,942	-	-	18,942
Late fees and legal collection costs	11,748	11,748	-	-
Other income	6,036	6,036	-	-
Investment income	698	17	5	676
Fines income	520	520	-	-
Clubhouse rental income	200	200	-	-
Total Other Revenues	66,537	46,914	5	19,618
Total Revenues	825,680	458,129	20,009	347,542
Expenses				
Administrative	148,073	147,721	106	246
Building and grounds maintenance	317,028	317,028	-	-
Utilities	46,180	46,180	-	-
Pool service	14,259	14,259	-	-
Powerwashing	7,976	-	7,976	-
Tennis court	6,141	-	6,141	-
Masonry	2,350	-	2,350	-
Roofs	166,882	-	-	166,882
Interest expense	24,024	-	-	24,024
Siding	18,377	-	-	18,377
Catch basin	13,758	-	-	13,758
Paving	5,628	-	-	5,628
Total Expenses	770,676	525,188	16,573	228,915
Excess (Deficiency) of Revenues over Expenses	\$ 55,004	\$ (67,059)	\$ 3,436	\$ 118,627

The accompanying notes are an integral part of these financial statements.

Riverwalk at Clifton Condominium Association, Inc.

Statement of Changes in Fund Balances

For the Year Ended August 31, 2020

	Total	Operating Fund	Deferred Maintenance Fund	Replacement Fund
Fund Balances - Beginning of Year	\$ 293,830	\$ (79,527)	\$ (24,062)	\$ 397,419
Working Capital Contributions	14,040	14,040	-	-
Excess (Deficiency) of Revenues over Expenses	<u>55,004</u>	<u>(67,059)</u>	<u>3,436</u>	<u>118,627</u>
Fund Balances - End of Year	<u><u>\$ 362,874</u></u>	<u><u>\$ (132,546)</u></u>	<u><u>\$ (20,626)</u></u>	<u><u>\$ 516,046</u></u>

The accompanying notes are an integral part of these financial statements.

Riverwalk at Clifton Condominium Association, Inc.
Statement of Cash Flows
For the Year Ended August 31, 2020

	Total	Operating Fund	Deferred Maintenance Fund	Replacement Fund
Cash Flows from Operating Activities				
Excess (deficiency) of revenues over expenses	\$ 55,004	\$ (67,059)	\$ 3,436	\$ 118,627
Adjustments to reconcile excess (deficiency) of revenues over expenses to net cash provided by (used in) operating activities				
Changes in assets and liabilities				
Assessments receivable	1,484	1,484	-	-
Special assessment receivable	103,527	-	-	103,527
Prepaid expenses	(5,816)	(5,816)	-	-
Accounts payable and accrued expenses	(38,489)	(26,422)	(5,659)	(6,408)
Other liabilities	(160)	(160)	-	-
Assessments received in advance	(3,457)	(3,457)	-	-
Net Cash Provided by (Used in) Operating Activities	112,093	(101,430)	(2,223)	215,746
Cash Flows from Financing Activities				
Change in interfund balances	-	48,776	3,330	(52,106)
Working capital contributions	14,040	14,040	-	-
Loan principal payments	(29,927)	-	-	(29,927)
Net Cash Provided by (Used in) Financing Activities	(15,887)	62,816	3,330	(82,033)
Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash	96,206	(38,614)	1,107	133,713
Cash, Cash Equivalents and Restricted Cash - Beginning of Year	389,562	91,535	3,246	294,781
Cash, Cash Equivalents and Restricted Cash - End of Year	\$ 485,768	\$ 52,921	\$ 4,353	\$ 428,494

The accompanying notes are an integral part of these financial statements.

Riverwalk at Clifton Condominium Association, Inc.
Statement of Cash Flows
For the Year Ended August 31, 2020

	Total	Operating Fund	Deferred Maintenance Fund	Replacement Fund
Cash and Cash Equivalents	445,768	52,921	4,353	388,494
Restricted Cash	40,000	-	-	40,000
Cash, Cash Equivalents and Restricted Cash - End of Year	<u>\$ 485,768</u>	<u>\$ 52,921</u>	<u>\$ 4,353</u>	<u>\$ 428,494</u>
Supplemental Disclosures				
Cash Paid During the Year for Interest	<u>\$ 28,639</u>			

The accompanying notes are an integral part of these financial statements.

Riverwalk at Clifton Condominium Association, Inc.

Notes to the Financial Statements

August 31, 2020

Note 1 Nature of Organization

Riverwalk at Clifton Condominium Association, Inc. (the "Association"), located in the Clifton, New Jersey, is a New Jersey corporation and is subject to the provisions of the Condominium Act of the State of New Jersey. The purposes of the Association are to provide for the preservation of the values and amenities in the community and for the maintenance of the common facilities. The Association consists of 246 residential units on 10.6 acres.

Note 2 Summary of Significant Accounting Policies

Recently Adopted Accounting Pronouncements

ASC 606 - Revenue from Contracts with Customers

Effective September 1, 2019, the Association adopted Accounting Standards Update 2014-09 "Revenue from Contracts with Customers". This standard requires revenue to be recognized when a customer obtains control of promised goods or services in an amount that reflects the consideration the entity expects to receive in exchange for those goods or services. In addition, the standard requires disclosure of the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers.

The Association adopted the standard effective September 1, 2019 using the modified retrospective transition method. The Association applied ASU No. 2014-09 only to contracts that were not completed prior to September 1, 2019. The adoption of the new revenue standard had no effect to the opening fund balance of the operating, deferred maintenance or replacement funds. The Board expects the impact of the adoption to be immaterial to the Association's financial position, results of operations, and cash flows on an ongoing basis.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Board of Trustees (the "Board") or management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fund Accounting

The Association's legal documents (i.e., Master Deed and By-laws) provide certain guidelines to govern the Association's financial activities. In order to ensure observance of limitations and restrictions placed on the use of resources available to the Association by such documents, the accounts of the Association are maintained in accordance with the principles of fund accounting.

The assets, liabilities and fund balances of the Association are reported in the following fund groups:

Riverwalk at Clifton Condominium Association, Inc.
Notes to the Financial Statements
August 31, 2020

Note 2 Summary of Significant Accounting Policies (Continued)

Fund Accounting (Continued)

Operating Fund

This fund represents the portion of expendable funds that is available for the general operations of the Association.

Deferred Maintenance Fund

The purpose of this fund is to accumulate sufficient amounts which will allow the Association to have the necessary resources to perform painting and window cleaning and other maintenance which occur less frequently than annually.

Replacement Fund

The purpose of the replacement fund is to accumulate funds for future major repairs and replacements of the Association's common property as determined by the Board.

Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents include cash held in bank deposits, overnight sweep accounts and money market funds. Cash and cash equivalents may, at times, exceed the federally insured limits.

Recognition of Assets

The Association's property and other common elements are owned by the unit owners in condominium form pursuant to the Master Deed wherein each of the individual unit owners hold legal title to an undivided interest in property constituting the common elements. The use and disposition of these properties are restricted or governed by the Association's legal documents. Accordingly, no amounts related to these common elements are included on the accompanying balance sheet of the Association. The common elements generally consist of land, foundations, roof, lobby, hallways, stairways, elevators, recreational facilities, open areas and portions of the buildings not comprising the individual units.

Riverwalk at Clifton Condominium Association, Inc.

Notes to the Financial Statements

August 31, 2020

Note 2 Summary of Significant Accounting Policies (Continued)

Maintenance Assessments and Assessments Receivable

The Association's unit owners are subject to monthly maintenance assessments based upon the annual budget. The purpose of maintenance assessments are to provide funds for operating expenses, deferred maintenance funding and reserves/future major repairs and replacements. Monthly maintenance assessments represent multiple performance obligations, which, on a standalone basis are not considered separate and distinct and therefore have been deemed to be a single performance obligation. Revenue is recognized as the performance obligation is satisfied at transaction amounts expected to be collected. The performance obligation for maintenance assessments are satisfied over time on a daily pro-rata basis using the input method. The Association retains excess funds at the end of the period, if any, for use in future periods or as otherwise specified by the Association's governing documents.

Maintenance assessments receivable at the balance sheet date is stated at the amounts expected to be collected from unit owners. The Association's policy is to retain legal counsel and place liens on the units of owners who are delinquent based on the collection policy. It is the opinion of the Board of Trustees that the Association will ultimately prevail against homeowners with delinquent assessments and, accordingly, no allowance for uncollectible accounts is deemed necessary. The Association treats uncollectible maintenance assessments as variable consideration since the Association has the authority to levy additional fees. Methods, inputs, and assumptions used to evaluate whether an estimate of variable consideration is constrained include consideration of past experience and susceptibility to factors outside the Association's control.

Investment Income Earned

The Board's policy is to retain investment income earned on all replacement and deferred maintenance fund interest bearing accounts in the respective funds.

Subsequent Events

The Board has evaluated subsequent events and transactions for potential recognition or disclosure through the date of the auditors' report, which is the date the financial statements were available to be issued.

Note 3 Income Taxes

Under the Internal Revenue Code, associations may be taxed as a regular corporation or as a condominium management association, which is based on an annual election and meeting certain criteria. If the criteria are met, the Association may select either method in any year. A method selected in one year affects only that year and the Association is free to select either method in future years.

Riverwalk at Clifton Condominium Association, Inc.

Notes to the Financial Statements

August 31, 2020

Note 3 Income Taxes (Continued)

For the year ended August 31, 2020, the Association expects to be taxed as a condominium management association and therefore not taxed as a regular corporation. No income taxes have been provided since there are sufficient non-exempt function expenses to offset non-exempt function income. The Association evaluates its tax provisions and accruals and believes that they are appropriate based on current facts and circumstances. The prior three years federal tax returns as filed remain open for examination by the Internal Revenue Service.

The Association is incorporated pursuant to Title 15A of the New Jersey Statutes and, therefore, is not liable for New Jersey corporation business income tax.

Note 4 Working Capital Contributions

Upon the acquisition of title to a unit, each member of the Association must contribute a one-time, non-refundable working capital contribution of three months of the then current maintenance fees.

The Board at its sole discretion may use any contributions to working capital for operating deficits, capital expenditures, to offset anticipated budget increases or allocate some to any operating contingency or repair and replacement reserves or for any other lawful purpose. These contributions have been recorded as capital directly to the operating fund balance in the accompanying financial statements.

Note 5 Replacement Fund

The Association's governing documents provide that funds be accumulated for future major repairs and replacements. Accumulated funds are held in separate accounts and are generally used for replacement fund expenditures..

The Falcon Group, professional engineering consultants, conducted a study in May 2018, to estimate the remaining useful lives and the replacement costs of the components of common property. The study includes those components with an estimated remaining useful life within the Board determined useful life guidelines for inclusion in the replacement schedule for purposes of determining annual funding. The estimates were based on the then current estimated replacement costs. The type of study performed was an update with site visit. The table included in the unaudited supplementary information on future major repairs and replacements is based on the study.

Riverwalk at Clifton Condominium Association, Inc.

Notes to the Financial Statements

August 31, 2020

Note 5 Replacement Fund (Continued)

The Board is funding for the estimated costs of future major repairs and replacements over the remaining useful lives of the components as discussed below. The lowest level of funding included in the engineering study utilizes the threshold funding methodology. Threshold funding, based upon a 30 year cash flow analysis, sets a replacement funding goal of keeping the replacement fund balance above a specified dollar amount at its lowest accumulated amount, as specified by the Board, but below the full funding determined level. The recommended funding per the 2018 study is \$195,486 using a threshold level of \$144,117 which is approximately 5% of the estimated replacement cost of the common property which is included in the engineering study referred to above. The Board has provided for replacement funding of \$327,927 in the 2020 budget.

Funds are being accumulated in the replacement fund based upon estimated costs for repairs and replacements of common property components. Actual expenditures may vary from the estimated amounts, and the variations may be material. Additionally, replacement fund cash and investment balances may, at times, be less than the fund balance. Therefore, amounts accumulated in the replacement fund may not be adequate to meet all future needs for major repairs and replacements. If additional funds are needed, the Association has the right to increase regular assessments, pass special assessments, or delay major repairs and replacements until funds are available. The effect on future assessments has not been determined at this time.

Note 6 Township Reimbursement Receivable / Township Reimbursement

The Association has entered into an agreement with the Township of Clifton for reimbursement for snowplowing of the Association's interior roads, excluding driveways, walkways and parking pads and lots, the electricity for lighting on these roads and for the collection of leaves and recyclables and collection and disposal of solid waste. Township reimbursement represents reimbursements from the Township for 2019 expenses. The amount shown as township reimbursement receivable represents the Board's estimate of the costs to be reimbursed for 2020. Any additional reimbursement will be recorded when and if received.

Note 7 Loan Payable

During the year ended August 31, 2019, the Association secured a \$500,000 line of credit with Capital One Bank to help fund the significant road repairs project. The line of credit is interest only at 4.95% on the amount drawn until April 1, 2020, at which point it converts to a five-year term loan for the total amount drawn. As of August 31, 2020 the Association had drawn \$454,626 of the total available line of credit. The term loan will yield interest at a fixed annual rate of 4.95%. This amount has been shown as loan payable in the accompanying financial statements. In addition, the Association is required to keep an average balance of \$40,000 in an account at Capital One Bank. The loan is anticipated to mature on April 1, 2025; if the loan balance is paid prior to the maturity date, the Association will be subject to a prepayment penalty of 5% through April 2020 and decreasing by 1% every two years through the scheduled maturity date.

Riverwalk at Clifton Condominium Association, Inc.
Notes to the Financial Statements
August 31, 2020

Note 7 Loan Payable (Continued)

Future principal payments are as follows:

Year Ending <u>August 31,</u>	<u>Amount</u>
2021	\$ 92,874
2022	97,577
2023	102,518
2024	107,709
2025	<u>53,948</u>
	 <u>\$ 454,626</u>

Note 8 Special Assessment and Special Assessment Receivable

During the year ended August 31, 2019, Association passed a five-year special assessment to pay back the loan payable related to the paving project as noted in Note 7. The assessment is due in monthly payments of \$40 per unit per month, commencing September 1, 2018. The special assessment income was recognized in full as the project expenses were incurred. Special assessment receivable at August 31, 2020 represents the remaining principal balance due from unit owners paying over the five-year term. The payments will be due as follows:

Due in one year or less	\$ 104,158
Due over balance of term of loan	<u>251,612</u>
Special Assessment Receivable	355,770
Deferred Finance Charges	<u>(25,675)</u>
Net Special Assessment Receivable	<u>\$ 330,095</u>

Note 9 Other Matter

COVID-19

In late 2019, a novel strain of coronavirus, COVID-19, emerged globally. As the impact of the spread of the COVID-19 coronavirus continues to spread in the United States and around the world, the Association may experience disruptions that could impact its ability to carry out its activities. As of the date of the issuance of these financial statements, the Association cannot reasonably estimate the impact to the Association's future activities, revenues, financial condition or results of operations.

SUPPLEMENTARY INFORMATION

Riverwalk at Clifton Condominium Association, Inc.
Schedule of Information on Future Major Repairs and Replacements
August 31, 2020

The Falcon Group, professional engineering consultants, conducted a study in May 2018, to estimate the remaining useful lives and the replacement costs of the components of common property. The study includes those components with an estimated remaining useful life within the Board determined useful life guidelines for inclusion in the replacement schedule for purposes of determining annual funding. The estimates were based on the then current estimated replacement costs.

The following table is based on the study and presents significant information about the components of common property.

<u>Components</u>	As of 2018 Study (Unaudited)		Estimated Current Replacement Costs
	Estimated Remaining Useful Lives (Years)		
Amenity			
Swimming pool	3-17	\$	129,090
Tennis court	2-12		90,880
Building			
Balcony	18		301,104
Deck	5		64,800
Gutter and leaders	7-10		98,769
Roof	2-23		908,040
Unit numbers	5		15,000
Utility closet door	13		69,000
Clubhouse	5-22		94,960
Site			
Benches	15		5,250
Dumpster enclosure	12-15		49,000
Fences - aluminum, wood, vinyl	12-22		202,280
Patio concrete	14		62,880
Roads and parking sealcoating	0-6		514,688
Sidewalk concrete	4		267,608
Signage	0-13		9,000
Total		\$	2,882,349
Replacement fund balance as of August 31, 2020		\$	516,046

Riverwalk at Clifton Condominium Association, Inc.
Schedule of Total Revenues, Operating Expenses and Allocations to the Funds
as Compared to Budget
For the Year Ended August 31, 2020

	Actual	(Unaudited) Budget
Revenues		
Maintenance assessments	\$ 767,260	\$ 767,520
Adjustment for probable uncollectible accounts (See Note 2)	(8,117)	(7,200)
Township reimbursement	28,393	25,000
Finance charge income	18,942	-
Late fees and legal collection costs	11,748	7,500
Other income	6,036	-
Investment income	698	-
Fines income	520	-
Clubhouse rental income	200	2,500
Special assessment	-	118,080
Total Revenues	825,680	913,400
Operating Expenses		
Administrative		
Management fees	65,255	64,024
Insurance	61,589	64,000
Legal fees	9,175	6,000
Audit fees	4,400	3,750
Postage and photocopying	3,355	2,000
Licenses and fees	2,735	4,200
Engineering	624	500
Miscellaneous	540	-
Bank fees	41	354
Office expense	7	-
Contingency	-	4,477
Federal income taxes	-	1,000
Dues and seminars	-	150
Total Administrative	147,721	150,455
Building and Grounds Maintenance		
Repairs and maintenance	155,615	120,000
Landscaping	60,094	61,061
Landscape improvements	23,751	25,000
Trash removal	22,500	34,075
Mulching	15,802	-
Snow clearing	10,279	65,000
Tree maintenance	9,010	15,000
Powerwashing	8,898	-
Irrigation	8,738	10,000
Exterminating	1,841	2,782
Fire sprinkler	500	3,500
Total Building and Grounds Maintenance	317,028	336,418

Riverwalk at Clifton Condominium Association, Inc.
Schedule of Total Revenues, Operating Expenses and Allocations to the Funds
as Compared to Budget
For the Year Ended August 31, 2020

	Actual	(Unaudited) Budget
Operating Expenses (Continued)		
Utilities		
Electric	35,474	32,000
Water and sewer	8,600	15,000
Gas	1,511	2,000
Telephone	595	600
Total Utilities	<u>46,180</u>	<u>49,600</u>
Pool Maintenance		
Supplies, maintenance and repairs	7,839	-
Pool service	6,420	29,000
Total Pool Maintenance	<u>14,259</u>	<u>29,000</u>
Deferred Maintenance Fund		
Maintenance assessments allocated to deferred maintenance fund	20,004	20,000
Investment income allocated to deferred maintenance fund	5	-
Total Allocations to the Deferred Maintenance Fund	<u>20,009</u>	<u>20,000</u>
Replacement Fund		
Maintenance assessments allocated to replacement fund	327,924	327,927
Finance charge income allocated to replacement fund	18,942	-
Investment income allocated to replacement fund	676	-
Total Allocations to the Replacement Fund	<u>347,542</u>	<u>327,927</u>
Total Operating Expenses and Allocations to the Funds	<u>892,739</u>	<u>913,400</u>
Excess (Deficiency) of Revenues over Operating Expenses and Allocations to the Funds	<u>\$ (67,059)</u>	<u>\$ -</u>