

**PALMYRA HARBOUR CONDOMINIUM ASSOCIATION  
PALMYRA, NEW JERSEY**

**INTRODUCTION**

When you purchased your condominium at Palmyra Harbour, you became the owner of more than just a spacious and fully equipped condo. You became a co-owner of the roads, grounds, clubhouse, and recreation facilities within the complex (Common Elements) and a member of the Palmyra Harbour Condominium Association (PHCA.)

The deed to your home is subject to the Master Deed and Declaration of Restrictive covenants for your condominium, as required by the Condominium Act of the State of New Jersey, N.J.S.A. 46:8B-1 et seq. You should become familiar with the Master Deed, By-Laws and rules and regulations of PHCA since they contain important information that protects your interests.

The purpose of this manual is to inform and protect you and your neighbors from practices that would be detrimental to your property and the overall community. The rules contained in this manual have been adopted by the Board of Trustees of PHCA in order to achieve those purposes. However, this manual is subject to the respective Master Deeds of the Palmyra Harbour Condominiums, the By-Laws of PHCA, the recorded copies of the Rules and Regulations in the Burlington County Clerk's office, and any subsequent amendments and additions thereto. If there is any inconsistency between this manual and any recorded document, the most recently recorded document shall control. However, this manual and the recorded rules and regulations upon which it is based supersede all rules and regulations.

Every fine community must have rules in order to maintain high standards. By observing these regulations, homeowners derive greater pleasure from their community.

In 1985 PHCA became a self-managed Condominium Association, operating under the guidance and direction of an elected Board of Trustees which supervises the management and maintenance staff hired by the Board

Board members are volunteers and, as such, are not compensated for their work. Being a board member requires a great deal of time, effort and patience. Every owner is invited to participate in this self-governing process by serving on the Board through election, or on one of the several committees of PHCA.

## **GENERAL INFORMATION**

The Board of Trustees, which manages the affairs of Palmyra Harbour Condominium Association meets monthly, every third Thursday at the Clubhouse with the exception of April and July. There is no meeting in July and the meeting in April (Annual Meeting) is held on the third Monday of the Month. All Board meetings are open to members of PHCA and active participation is encouraged.

Announcements of regular and special Board meetings are made in the Harbournite and are posted on the website at [www.palmyraharbour.com](http://www.palmyraharbour.com).

## **IDENTIFICATION CARDS**

All members of PHCA and their tenants should obtain an I.D. Card for general identification within the complex and for admittance to the pool in season. These are issued at the Clubhouse and are updated annually via stickers. Every three years, new cards and pictures must be obtained. There is a \$5.00 charge for replacement of lost cards.

## **INSURANCE**

PHCA maintains "broad form" Fire and Extended Coverage insurance, and Vandalism, Malicious Mischief insurance, etc. for the benefit and protection of PHCA, the owners of units and their respective mortgages. This is in accordance with the requirements of the Master Deed and Declaration of Restrictive and Protective Covenants of the condominiums. A copy of the Master Insurance Policy may be obtained at the clubhouse.

Per Resolution 2012-3, residents are required to submit proof of homeowners insurance to the main office by September 12, 2012. After such time, proof of insurance is required within thirty (30) days of expiration date of the policy each year. Homeowners are required to maintain adequate coverage such as a standard H06 policy.

Failure to provide the above documentation will result in the imposition of a fine of \$25.00 per month until such proof is provided. If fines are not paid, they will be subject to additional late fees and possible legal action. Please make sure that we have a copy of you insurance in the office immediately if you have not already done so.

## **THE HARBOURLITE**

Each quarter, a community newsletter called the Harbournite is published and distributed to those residents without computers and posted on the Community Website for those that do. Any news items or articles of interest may be submitted to the Property Manager at the Clubhouse by the 15<sup>th</sup> of the month prior to distribution.

Advertisements for sales or services may also be placed in the publication for a nominal fee. The Board reserves the right to screen all advertisements.

The Harbournite also provides all residents with information on social events, lifestyle information, general news and meetings.

## **SOCIAL ACTIVITIES**

PHCA, along with the Social Committee, schedules activities throughout the year. Information on these events is published in the Harbournite or can be obtained through the Clubhouse Office.

**PHCA  
OBLIGATION TO COMPLY WITH RULES AND REGULATIONS  
AND TO PAY FEES, FINES AND ASSESSMENTS**

The purchase, rental or occupancy of a unit means that the unit owner, tenant or occupant automatically accepts the Master Deed, By-Laws, adopted Resolutions, and the Rules and Regulations of PHCA and will comply by them. Failure to comply is sufficient grounds for legal action to insure future compliance.

All PHCA rules contained in this document apply equally to all unit owners, tenants and guests. Unit owners will be held liable and responsible for violations by their tenants and/ or guests, and fines may be imposed on any infraction deemed contrary to the rules by the Board of Trustees.

Unit owners are bound to contribute to the common expenses in accordance with schedules established by the Board. Unit owners are presumed, by the acceptance of title, to have agreed to pay their proportionate shares of the common expenses. A unit owner may not exempt himself/ herself from liability for his/ her share by waiving his/ her right to use any of the Common Elements or for any other reason.

Monthly fees for maintenance of the Common Elements and other expenses for PHCA are due and payable on the first day of every month. A late charge of \$25.00 for fees not paid by 5:00pm on the 15<sup>th</sup> day of a month will be imposed. For every check returned by a bank for insufficient funds, a unit owner will be assessed \$25.00.

When a unit owner's delinquent debt to the Association exceeds sixty (60) days, the Association will file a lien against the unit owner and/ or initiate whatever other legal action may be necessary to recover that debt. Legal fees for the same will be assessed against the unit owner.

Each payment received from a unit owner against outstanding balances shall be applied in the following order:

- |   |                                    |
|---|------------------------------------|
| 1) Late fees  | 5) Past-due Common Element Charges |
| 2) Legal fees   | 6) Present Common Element Charges  |
| 3) Fines  | 7) Future Charges                  |
| 4) Any other charges owed by owner<br>other than Common Element Charges |                                    |

***Enforcement***

***The Board of Trustees shall have the power to make such rules and regulations as may be necessary to carry out the intent of these restrictions and shall have the right to bring lawsuits to enforce the rules and regulations established by it. Each violation carries with it a fine of \$10.00 unless otherwise stated in the rules. For each day that a violation continues after notice, it shall be considered a separate violation, and an additional \$10.00 per day shall be applied. Any fines levied are to be considered Common Expense assessments levied against the particular unit owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce the collection of monthly fees. Fines may be against the unit owner's tenant and the unit owner shall be jointly and severally liable with his tenant for the payment of same. In the event that the Board of Trustees initiates legal action for collection of any fines, the defendants shall be responsible for payment of reasonable attorneys' fees of PHCA, plus interest and cost of suits.***

## **PHCA Rules & Regulations- Revised May 2013:**

**Notice to all Owners/Residents** - All previously distributed violations have been rescinded as of March 1, 2013. Upon receipt of these Rules and Regulations, all residents/ owners are hereby informed that these updated Rules and Regulations will be enforced without exception. Please make the necessary arrangements to make sure your unit is in compliance with all Rules and Regulations to avoid fines and suspension of privileges.

1. Walkways will not be obstructed or blocked in any way.
2. Exterior of units may be decorated with seasonal decorations provided the decorations come down within 2 weeks after the holiday.
3. No bicycles, scooters, baby strollers or similar vehicles, toys, patio furniture or other personal articles will be allowed to stand unattended on any part of the common elements.
4. In order to maintain peace and harmony in the Community, quiet time is from 10pm to 8am Sunday through Thursday and 12am to 8am Friday through Saturday. In the event of excessive noise, please call Palmyra Police Department. No noise or vibrations are allowed to disturb the other residents of the Association.
5. No resident will install poles and lines for the drying of laundry nor shall any resident dry laundry outside the unit. No draping of laundry over trees/ bushes/ fences is allowed.
6. No awnings, window guards, window fans or window air conditioners shall be permitted in or about the buildings. Window boxes are permitted if they are placed on the window sills and there is no penetration of the common elements.
7. No solicitation or panhandling is permitted within PHCA with the exception that some solicitors, approved by the Board of Trustees, may distribute information beneficial to the Community.
8. Recycling throughout PHCA is mandatory by law. Items must be put in the appropriate containers. Residents found guilty of this violation will be subject to a \$100 fine.
9. A Modification Request form must be submitted to the office for the following items to be approved by the Board of Trustees: satellite dishes, mailboxes, air conditioners, heaters, windows, doors, patios and grill platforms. No items can be attached to a building without prior written authorization from the Board. A contractor MUST check in with the Manager prior to installation of any of these items during normal business hours (Mon- Fri 8am- 4pm). Any damage to the exterior of the building or roof will be the sole responsibility of the homeowner. Any items placed on the roof of the building without prior approval will be removed by a PHCA roof contractor, the warranty will be reinstated, and all expenses will be the responsibility of homeowner.
10. No temporary structures, trailers, tents, sheds, playhouses and the like shall be permitted in or about the common elements. Temporary structures/party tents/cabanos shall be permitted on a one day basis with permission from the Manager and/ or the Board of Trustees.
11. No repairs/ fluid change/ dead storage of any vehicle is permitted on the property. Proper licensing, registration and inspection are required. Residents will have one week upon notification to address issues with vehicles or that vehicle will be towed at the owner's expense.
12. Any damage caused to the outside of the by the owner or tenant, or their minor children or guests will be the owner's responsibility.
13. No unit owner shall store, use or permit the use of flammable, combustibles or Class 2 fireworks in the unit, storage bins or common elements. No propane tanks can be stored in the unit, storage bins or on common elements.
14. No contractor or workmen employed by a unit owner shall be permitted to do any work in any unit (with the exception of an emergency) between the hours of 8pm and 8am and on Sundays and legal holidays.
15. Mulch beds may be planted with annuals or perennials without increasing the existing size. No vegetables or fruits are permitted to be planted throughout the Community. Mulch beds must be well maintained and will be inspected by Management. Residents may put out any of the following: Two (2) shepherds' hooks and a choice of one (1) of the following: bird bath, bench, figurine or religious statue. Statue/figurine height not to exceed 30 inches. NO decorative/ornamental rocks may be used in the mulch beds.
16. No more than 2 flags per unit may be displayed at a time. Flag holders may not be attached to the building.

17. Borders may not exceed 6 inches above the ground. Borders must be: brick, cobblestone, slate, or solid plastic and must be maintained by unit owner. No borders are allowed on common area lawns or along walkways. No decorative borders are allowed.
18. Solar powered lights and low voltage lights may be installed in the mulch beds only.
19. The Boat Ramp is for the exclusive use of residents of PHCA and for emergency use by the police and fire departments. When boats are dropped in the water, the trailer and vehicle must be moved to the main parking area near the Clubhouse. Access to the boat ramp will only be available between the hours of 8AM and 4PM, Monday through Friday.
20. No commercial vehicles over 8,000 lbs. may be parked in the Community. All vehicles will be towed immediately at the owner's expense.
21. Grills must be placed on a 3 ft x 3 ft paver's platform that is flush with the ground. Placement of grill platform area must be approved by Management. Grills may not be used unless they are on the platform. Storage of grill must be on the platform. Per State Ordinance, use and storage of gas and charcoal grills must be 5ft from building when stored and 10ft from building when in use.
22. No motorcycles, mopeds, scooters, go-carts, leaf blowers or any other items powered by gasoline or containing gasoline or oil are to be parked on the patio, grass, walkway, in living units or storage buildings or driven on the common elements.
23. Any Management employee may not do side jobs on the Association property.
24. PODS and other such moving containers are not permitted on the property without prior written approval from Management and/ or the Board of Trustees.
25. Each unit is assigned one storage bin and it is recommended that the bin should be kept locked at all times. No items may be stored in the rafters of the storage bins.
26. NO open flames, with the exception of grills, are permitted on PHCA property.
27. Outdoor umbrellas are permitted on patios only. Owner is responsible for any damage caused by "flying" umbrellas or weather related accidents/damages. Umbrellas must be closed when not in use.
28. In the event of inclement weather please park in a parking lot and NOT on Main Harbour Drive.
29. No feeding of animals is permitted on PHCA property including but not limited to, bird feeders.
30. Proof of HO6 insurance coverage for all homeowners must be provided to the office by the expiration date of the policy.
31. No items may be hung from the fence of any patio.
32. All seasonal items may be placed outside starting April 1<sup>st</sup> and, all items must be removed by October 15<sup>th</sup> with the exception of Holiday decorations.
33. Water shut-off is a requirement for all homeowners. Water must be shut off between October 15<sup>th</sup> and October 30<sup>th</sup>. Please do not turn off water prior to October 15<sup>th</sup> as PHCA does preventative maintenance during the month of October.
34. Bulk Trash: Contractors MUST take all materials with them upon completion of work and violators will be subject to a fine of \$100. TVs, computer monitors, electronics, paint, chemicals and oil must be disposed of at local dump.
35. Owner Occupied: Definition – the deed holder must occupy the unit as their primary residence. Any unit not occupied by the deed holder as their primary residence is considered a rental. No more than 27% of all PHCA units shall be rented at any one time as of April 1, 2012. Any units that are not currently rented as of April 1, 2012 will require a rental application request approved by the Board. Upon approval of rental, a \$100 registration fee paid per new tenant/lease and a fully executed (1) one year lease for a new tenant or an annual (1) one year renewal to an existing lease must be provided to the management office by the owner/deed holder. A Certificate of Occupancy from Palmyra Borough is required for every new lease, see page 6. A \$50 Annual Administration Fee must be paid to PHCA by October 1st each year for any unit that has been rented for any amount of time in that calendar year. Standard late fees will apply and accrue. Deed Holder/Landlord and renter are required to purchase and maintain insurance policies and provide proof of same to management annually. (see Resolution 2012-3 & #30) Vacant units must be reported by the deed holder to management immediately and the anticipated length of time provided. The water main must be shut off and the heat maintained at 55 degrees. A local emergency contact with a key must be provided. Any unit that was approved for a rental that is not occupied for more than 120 days loses its rental status and becomes considered "owner occupied". A new rental request application will be required. Failure to comply with the required paperwork noted in these rules will result in a monthly fine of \$50 imposed against said unit. Unpaid fines will accrue late fees.

**NOTE: All questions and/ or complaints should be directed to the Management office at (856)786-0354.**

Thank you,

PHCA Board of Trustees/ Standards Committee

Revised 5/10/2013

**MAINTENANCE RESPONSIBILITIES  
PHCA VS. UNIT OWNER**

PHCA is responsible for the maintenance of building exteriors only and the common elements. It is an owner's responsibility to notify PHCA via Maintenance Request of any corrective action needed to the exterior of the owner's condo e.g., roof repair, caulking, gutter cleaning, etc.

The unit owner is responsible for everything inside the dwelling ... from the unfinished inner surfaces of perimeter and interior walls, ceilings and floors inward.

The following explains the division of responsibility between the unit owner and the Association:

**1. Glass/Windows**

The owner is responsible for all window and door glass replacement.

Windows may be replaced ... at the owner's expense. However, **permission to replace windows must be granted by the Board of Trustees**, after review of specifications. The windows must conform to the color and style deemed proper by the Board. \*

**2. Doors/Windows**

All front and back doors (excluding storm doors) are the responsibility of PHCA, including painting (exterior only), caulking and replacement, where necessary.

**OWNERS MAY NOT REMOVE OR REPLACE THE FRONT OR BACK DOORS OF A UNIT.**

Storm doors are the responsibility of the unit owner, but Board approval must be obtained through the same procedure as that followed for replacement windows. \*

All hardware, including mail slot and the gasket around the door frame, are the unit owner's responsibility. Replacement hardware **MUST BE** similar to existing hardware.

**3. Inside Maintenance (including Carpets)**

All inside maintenance, including but not limited to walls, paneling, painting, appliance maintenance, repair and replacement, is the responsibility of the unit owner.

**4. Electrical Hardware (Breakers, Disconnects, Etc.)**

Whether inside or outside unit, responsibility of owner.

**5. Unit Light Fixtures-EXTERIOR**

Repair and replacement of standard fixture and globe are Association responsibility and may not be replaced by the owner.

Replacement of light bulb is owner responsibility.

**6. Maintenance of Outside of Building**

The brick and trim (panels, overhang and lentils) are Association responsibility. Cleaning and maintenance will be determined by Property Manager and approved by the Board.

**7. Patios**

Permanent wooden fence is Association responsibility. Interior of the patio is considered a "limited" common area; therefore, it cannot be altered in any way without Board approval.

**ALTERATIONS/ REPLACEMENT OF DECK WITHIN PATIO MUST NOT BE DONE WITHOUT SUBMISSION OF PLANS FOR APPROVAL BY THE BOARD.\***

## **8. Faucets and Pipes Leading to Outside of Unit**

Any interior damage due to water, including freezing because of improper fall maintenance, is the Unit Owner's responsibility.

Directions for winterizing your unit can be obtained at the Clubhouse; assistance will be given by the Maintenance staff if needed.

**NOTE:** A temperature of 55 degrees should be maintained at all times within your unit during the winter months, to avoid freezing of pipes outside/inside units during extended periods of cold weather.

## **9. Air Conditioner/ Furnace/ Heat Pump/ Hot Water Heater**

Unit owner is responsible for all of the above.

## **10. Door Bell**

Unit owner responsibility. Replacement must be similar in style and material to existing door bell.

## **11. Storage Buildings and Exterior Lights**

Exterior and interior of storage buildings and exterior lights on the buildings are Association responsibility.

Unit owner must maintain his/her assigned storage locker in a neat, clean and safe condition, and bins and doors must be kept locked at all times. Lock on individual bin is the responsibility of the unit owner.

***No flammable materials, nor gas-powered vehicles (mopeds, motorcycles, etc.) may be stored in these buildings.***

## **12. Damages Due to Owner/ Tenant Negligence**

Accidental or otherwise, each incident will be reviewed by the Board, and assessments/fines levied at the Board's discretion in accordance with PHCA governing documents.

## **13. Removal of Bulk Items**

If an outside contractor is engaged to replace/repair large items in a unit, that contractor is responsible for the removal of the discarded items to a site outside the PHCA complex.

Bulk items which an owner is disposing of personally are not to be placed in small dumpsters near building sites, but are to be transported to the large dumpster behind the Clubhouse.

Our Maintenance staff is available to help with this disposal at a cost of \$15.00 per item.

## **14. Fireplaces**

No fireplace may be installed without prior written permission of the Board of Trustees.\*

## **15. Smoke Alarms**

There must be a functioning smoke alarm on each floor of a unit. These should be placed in units at strategic locations to insure the utmost safety. The purchase, installation and maintenance of same are the responsibility of the owner/ resident.

## **16. Snow Removal**

Residents are asked to attend to their sidewalks in the event of a light dusting of snow. Because of the expense, the contractor is asked to plow and shovel only after the accumulation reaches two inches.



## **17. Landscaping**

Landscaping is provided by PHCA on a regular basis. Mulching, fertilizing and general grounds care is provided on a contractual basis by a qualified landscaper.

Planting or removal of trees and large shrubs is at the discretion of the Board. If a resident wishes a change in these plantings, request must be made to Board through established procedure.

No unit owner shall place or maintain any personal property nor plant or grow any combination of trees, shrubs, flowers or vegetables in the garden which will create an unsightly appearance visible from the outside of his/ her unit.

**\*\*\*\*\*IN ALL CASES WHERE BOARD OF TRUSTEES APPROVAL IS NECESSARY, A MODIFICATION REQUEST FORM MUST BE OBTAINED, COMPLETED, AND PRESENTED TO THE PROPERTY MANAGER, WHO WILL SUBMIT THE REQUEST TO THE BOARD FOR APPROVAL.\*\*\*\*\***

**\*\*\*\*\*WORK SHOULD NOT PROCEED UNTIL APPROVAL IS GRANTED, OR FINES WILL BE IMPOSED\*\*\*\*\***

## PHCA FINANCIAL MANAGEMENT

### THE BUDGET

Each year the Board of Trustees, from recommendations supplied by the Property Manager, compiles and approves a budget for the forthcoming year. The budget consists of two parts:

**OPERATING EXPENSES:** These address the day-to-day expenses of our community property.

**CAPITAL RESERVES:** Through setting aside money in a reserves account, major capital replacements are funded (roofs, sidewalks, fences, etc.)

Each year, in December, after final approval of the PHCA Budget by the Board of Trustees, all unit owners are notified in writing of fees for the coming year. A copy of the Budget is available for owners who wish to examine it in detail.

**Audit requirements:** In accordance with the By-Laws, a complete audit of the books and accounts of the Association is made by a competent Certified Public Accountant at the end of each fiscal year (January 1 through December 31).

### FEES, FINES AND ASSESSMENTS

PHCA's By-Laws call for a monthly payment of the common, or shared, expenses (referred to as the "Monthly Fee"). These fees are the primary source of income on which the budget is based. Monthly fees are due on the FIRST DAY of every month. A LATE CHARGE of \$25.00 will be added to monthly fees not received by 5:00 p.m. on the FIFTEENTH DAY of any month. For every check returned by a bank, unit owner will be assessed \$25.00.

IN ADDITION, when an accumulated outstanding balance on an individual unit exceeds 25% of the existing monthly fee, a late fee of \$25.00 will be applied. When a unit owner's delinquent debt to the Association exceeds an amount equal to two monthly Association fees, PHCA will file a lien against the unit owner and/or initiate whatever other legal action it deems necessary to recover that debt. Legal and collection fees for same will be assessed against the unit owner.

### Payment of Fees:

- **PLEASE NOTE THAT OUR BANKING ADDRESS HAS CHANGED. THE NEW MAILING ADDRESS IS 75 Remittance Drive- Dept. 6076, Chicago, IL 60675-6076.**

Please be sure to update your online banking or use the provided mailing label and/ or envelope. Please send only your check and coupon to this address. Any correspondence or questions should be directed to the Management office at Palmyra Harbour, 2000 Harbour Drive (856-786-0354.) Or you can contact us at [phca@mamcomgmt.com](mailto:phca@mamcomgmt.com).

If you are paying your assessment fees electronically, please update any assessment fee changes. Always make your check payable to Palmyra Harbour Condominium Association and include your 9 digit account number 00127-9500 and 3 digit property codes. Both can be found on the front of your coupon. This will ensure proper and timely processing of your payment.

**SPECIAL ASSESSMENTS:** The Board of Trustees shall have the power under the provisions of the By-Laws, to levy a special assessment for unexpected or extraordinary expenses not provided for in the annual budget, due to circumstances that are unpredictable in nature.

**Capital Contribution:** Each time a unit is sold, the purchaser, at time of closing or transfer of title, is required to pay a one-time fee of \$200.00 to the Association. This money represents a \$100 contribution to the working capital account of PHCA. and \$100 will be for administrative costs.

### How the money is used:

*Following is a typical list of expenditures covered by the monthly fee:*

Office Supplies Water Auditing/Accounting, Building Maintenance Capital Replacements (Reserves), Electricity for Common Elements, Engineering/Consulting, Insurance (Common areas and employee), Landscaping Grounds Maintenance, Legal Fees, Office Supplies, Postage, Printing (Harbourlite, etc.), Salaries (Administration/Maintenance), Sewer Maintenance, Snow Removal, Street Repair, Taxes (Common Elements/Employee), Trash Removal, and Water



# **PALMYRA HARBOUR**

## **Condominium Association, Inc.**

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2000 Harbour Drive Palmyra, New Jersey 08065  
Telephone (856) 786-0354

### **Pet Waiver**

I understand and accept that there is a one hundred dollar (\$100.00) fee which must accompany this Petition. This fee will be placed in the Palmyra Harbour Capital Reserve Fund which is used to maintain the beauty of the Harbour. I further understand and accept that the Board of Trustees of the Palmyra Harbour Condominium Association will make the final decision on my Petition and will make such a decision. Should my Petition be denied, the one hundred dollar (\$100.00) filing fee will be returned.

I acknowledge receipt of a copy of the "Pet Waiver" and should my Petition for a waiver be granted, I accept the regulations as stated in the Guidelines and acknowledge my liability in the event I violate any of the provisions stated herein.

By signing this waiver, I acknowledge that I am responsible for the actions of my pet and any lawsuits or damage that may occur are my sole responsibility.

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Petitioner

## PET RULES AND REGULATIONS

1. All Pets must be registered with the Association. Registration must be updated with each additional pet. A photograph of the pet must be furnished. A pet waiver form must be completed with a one-time registration fee of \$100.
2. Dogs and cats must be inoculated and licensed. Proof **MUST** be submitted to the office.
3. There is a LEASH ordinance and a SCOOP ordinance enforced by PHCA. Leashes are to be no longer than 6 feet. (This includes the retractable leashes). No electric collars are permitted.
4. Dogs, cats, caged birds and tropical fish may be kept as household pets, provided they are not kept for commercial purposes or for breeding.
5. Pets may not be annoyances to other residents and if pets become obnoxious, pet owner shall correct the problem. If problem continues, upon notification by PHCA, pet owner will be subject to fines or removal of pet as determined by Board of Trustees.
6. A maximum of 2 domestic animals (dogs or cats) will be allowed in one unit.
7. Pets shall not roam freely on the grounds. Dogs must be leashed or carried, and accompanied by their owners or a designated responsible person over the age of 12. Owner is responsible for the designated person.
8. Pet owners/walkers are responsible for the **IMMEDIATE REMOVAL** and **DISPOSAL** of feces from the common areas. When disposing of feces, it must be in a sealed or tied bag before placing in a dumpster.
9. Pets shall not at any time be left unattended, nor tied or chained in front of a unit, on patios or anywhere on the common elements.
10. Any animal other than cats, dogs, caged birds and tropical fish, must be approved by the Board of Trustees and a request in writing should be submitted to the management office.
11. Only a Certified Service animal will be permitted in the clubhouse.

## PET FEES AND FINES

There is a one-time, nonrefundable, non-transferrable, Pet registration fee of \$100.00 per unit, per resident for pets owned by a resident and maintained in a unit. Tenants' pets must be registered and are responsible for the Pet Registration Fee. Pet Registration Fees are not transferable from one resident to another.

NOTE: This pet registration fee is transferable within a unit only if the pet is a replacement for a lost or deceased pet.

**FAILURE TO REGISTER A PET WILL RESULT IN A FINE OF \$100.00, IN ADDITION TO THE PET REGISTRATION FEE.**

### PET FINES

Fines will be imposed on the following violations:

- A. Failure to register a pet (\$100)
- B. Unattended and/or unleashed dog or cat.
- C. Failure of owner/walker to pick up after pet.
- D. Excessive noise or disturbance from pet.
- E. Damages caused to common areas by pet.
- F. More than 2 pets (dogs or cats)

NOTE: this is not an all inclusive list, but is given as an illustration of possible pet violations.

- 1<sup>st</sup> Offense: \$25.00 plus cost of property damage per day.  
2<sup>nd</sup> Offense: \$35.00 plus cost of property damage per day.  
3<sup>rd</sup> Offense: \$45.00 plus cost of property damage per day.  
4<sup>th</sup> Offense: \$55.00 plus cost of property damage per day.

In addition to the above fines, the pet owner's privileges authorized through the Pet Waiver and Registration form may be revoked.

Revised 4/20/2013

**PHCA  
RESALE OF CONDOMINIUMS**

When a buyer has been obtained, the realtor must forward to the Association office the following information:

1. Name and address of seller and name and address of buyer (full names must be provided).
2. Date of settlement.
3. Selling price.
4. Mortgage company.

When the Association has received the above, and if all maintenance fees and assessments due on the property are currently paid, the Association office will issue a waiver of its right to purchase the unit, together with a letter confirming maintenance fees assessed against that unit.

At time of settlement, realtors and current owners should advise buyers to visit the Clubhouse to have ID cards made and familiarize themselves with the general operation of a condominium association.

AT TIME OF SETTLEMENT, THE HANDBOOK (CONTAINING THE MASTER DEED, BYLAWS AND RULES AND REGULATIONS), STORAGE BIN ASSIGNMENT AND KEYS FOR SAME SHOULD BE GIVEN TO THE NEW OWNER.

The NEW OWNER is responsible for paying the aforementioned Capital/Administration Fee of \$300.00. This fee is non-refundable.

**PHCA**  
**CONDOMINIUM RENTAL RULES & REGULATIONS**

A PHCA rental application must be submitted by owners/agents to the PHCA office thirty (30) days prior to occupancy; renewals of leases must also be presented thirty (30) days prior to date renewal will begin. Application forms are available at the PHCA office.

**THE FOLLOWING RULES SHALL GOVERN RENTALS:**

1. For reasons of health, safety and public welfare, the number of persons permitted to occupy the units shall be limited in accordance with the sizes of respective units, as per State Code, Section II, "Use and Occupancy Space".

The specific limitations affecting Palmyra Harbour Condominium units are as follows:

- a. Limit of 2 persons in a Halsey (1 bedroom)
  - b. Limit of 3 persons in a Perry (1 bedroom and den)
  - c. Limit of 4 persons in a Nelson (2 bedrooms and den)
2. Rental applications shall be acted upon by the Association within ten (10) days after submission. If a rental application is not submitted and approved prior to occupancy by a tenant (or renewal/continuation of current lease), a fine of \$100.00 will be levied, and neither ID cards nor privileges will be granted until the assessment is paid.

The owner/agent will be advised of action taken on the rental application. ID cards will be issued after the Board of Trustees has approved the application.

3. Verification of tenant information submitted will be made by the Property Manager. Final approval will be the responsibility of the Board of Trustees.
4. A non-refundable Pet Fee of \$100.00 per unit shall be paid when presenting a rental application, and before approval is granted. If pet is not reported at the time application is submitted, Association privileges for both owner and tenant will be revoked until such time as the Fee of \$100.00, plus a fine of an additional \$100.00, are paid.
5. There will be no deferential treatment applied to any prospective tenant with regard to race, religion, sex, or national origin.

**NOTE:** An Addendum to the Master Deed re: Rental of Condominiums appears following the Master Deed in this handbook.

## PHCA Pool Rules

**Pool Hours: 11:30 AM to 7:30 PM daily except Thursday. Thursday Hours 1:30 PM to 9:30 PM- Adult Swim 7:30 PM-9:30 PM.**

**All persons using the pool or pool area do so at their own risk and responsibility. The Management and Association assume no responsibility for any accident or injury in connection with such use.**

1. Use of the pool shall be limited to members in good standing and their tenants and guests. All monthly fees, fines and related charges must be paid up to date.
2. Members must show their updated PHCA resident ID card with updated yearly sticker upon entering the pool area. In order to obtain the 2013 sticker or ID Card, an updated Occupant Registration Form must be completed and proof of residency must be provided before an ID Card or Sticker will be issued.
3. Members must sign in and out of the pool area.
4. Each member may register to utilize the pool, but no unit may have a total number of registrations exceeding the number of persons living in the unit.
5. Only 1 (one) reusable free guest pass per unit; guest passes may be purchased from the office for an additional fee. Passes not used can be exchanged the following year for updated passes. All guests are the responsibility of the member and must be accompanied by the member at all times.
6. Any children 16 years of age and under must take the swim test given by the lifeguards and will obtain a band that must be worn at all times to be permitted to swim in the deep end. Wristband must be worn on left wrist.
7. Members and guests must wear conventional swimwear at all times in the pool area.
8. Diving is NOT allowed.
9. Walking on the wall between the wading and main pools is not allowed.
10. The ONLY flotation devices allowed in the pool are noodles.
11. Pets are not permitted in the pool area. (Certified Service animals are allowed)
12. Alcoholic beverages and persons under the influence of alcohol are not permitted in the pool area.
13. No abusive or profane language or breach of peace will be tolerated.
14. A parent or guardian must be in the pool at all times with any child who is unable to swim. Lifeguards may eject a child from the pool who is unable to swim. Lifeguards will NOT be babysitters.
15. All children under 12 must be accompanied by a responsible person 16 years or older.
16. Lounge Chairs ONLY are allowed in the pool area.
17. All children not potty trained MUST wear waterproof pants and these must be disposed of in a proper manner.
18. Use of maintenance equipment is not permitted by residents/guests.
19. If the lifeguard leaves the pool area, everyone must clear the pool until lifeguard returns.
20. Please dispose of tobacco products in the provided receptacles.
21. Towels must be placed on all pool furniture.
22. Pornographic material is prohibited.
23. No more than 5 guests per unit per day will be allowed in the pool and pool area, unless requested in writing and approved by the Board of Trustees.
24. Beach Ball playing is permitted only if it does not interfere with the other swimmers.
25. Kitchen is off limits when rented for parties. Residents who use Kitchen will be monitored by Pool Monitors and if said resident fails to clean and return kitchen to original state will lose kitchen privileges permanently.
26. Locks must be removed from the lockers daily. Lockers are first come first serve.
27. No wet swim wear allowed in the community room.
28. Swimmers may use the Lap Lanes when not being used by those swimming laps.
29. No hanging or sitting on ropes.
30. Individuals with personal music systems must use earphones.

**ANYONE NOT FOLLOWING THESE RULES WILL BE INSTRUCTED TO LEAVE IMMEDIATELY.**



**PHCA  
TENNIS COURTS  
RULES AND REGULATIONS**

1. Non-members may not use courts, unless accompanied by a member.
2. Tennis courts are available for use (7) days a week from 8am to dusk.
3. Players must wear acceptable attire. Players must wear appropriate tennis shoes or sneakers.
4. No one is permitted inside the fenced area unless actually playing.
5. No individual will be allowed to use a court for more then (1) one hour, unless there are no players waiting to use the courts.
6. Players under 16 years old must be accompanied by an adult.
7. Food and glass containers are not permitted inside the tennis area.
8. Pets are not permitted on the tennis courts at any time.

## PHCA CLUBHOUSE RENTALS RULES AND REGULATIONS

1. The Clubhouse is available for the use of members and/ or absentee owners in good standing, and Non-members as well.
2. A Property Management Attendant will be on hand during any event held in the Clubhouse.
3. A security deposit of \$250.00 (for Resident Events) must be submitted with the contract to secure the date of the event. Said security deposit will be returned in full provided no damage, overtime or other infractions occur as a result of use of the premises.
4. Forfeiture of the entire security deposit will occur if notice of cancellation is not received within 90 days of the date of the scheduled event, and if the clubhouse is not re-booked for that date. If the clubhouse is rebooked for the date or it is more than 90 days from the date of the event, a \$50 Administration Fee will be deducted and the remaining deposit will be refunded.
5. Clean up and inspection will take place immediately following an event. The Property Management Attendant will prepare a list of damages, breakage, etc. and charges will be deducted from the security deposit, provided they are covered by the amount of the security deposit. Otherwise, the balance due will be billed and it is the responsibility of the person/ group booking the affair to timely pay the balance.
6. In accordance with the Borough Ordinance (per Fire Marshall), a maximum of 150 persons is allowed in the hall for any one event.
7. Use of any other room or area that is not specifically identified in the contract is strictly prohibited.
8. Any outside service engaged by the applicant (catering, entertainment, etc.) must provide a Certificate of Insurance showing evidence of Workers Compensation (\$100K-\$500K- \$100K) and Comprehensive General Liability Insurance, including Products and Completed Operations (\$300K).  
In addition, if an outside service will be providing, or distributing any alcoholic beverages, a Certificate of Liquor Law Liability Coverage (minimum amount of \$500,000.00 per occurrence) must be provided. These certificates of insurance MUST be presented to the Property Manager at least (60) days prior to the use of the Clubhouse.
9. Renter must supply the Association with a Certificate of Insurance. Palmyra Harbour is to be named on the policy as certificate holder or additional insured with comprehensive general liability of at least \$300,000 and host liquor liability for at least \$500,000 for the function. The renter is responsible for the costs of any repairs or damages under and above the deductible.
10. Renter is responsible for the actions of their guests and all children under the age of twelve must be supervised at all times.