

# **RULES AND REGULATIONS**

# **Contents Page**

- A. Alternative Dispute Resolution (ADR) 2
- B. Attic Space / Fire Wall 2
- C. Buildings and Grounds 2
- D. Clothes Dryer Maintenance 3
- E. Detectors: Smoke & Carbon Monoxide 3
- F. Doors / Windows 3
- G. Elections Annual Board of Trustees 3
- H. Financial Delinquency 3
- I. Homeowners Insurance (HO6) 3
- J. Insurance Deductible Payment 4
- K. Landlord / Tenant 4
- L. Miscellaneous 5
- M. Noise Consideration 5
- N. Parking / Vehicles 6
- O. Patio / Deck Use 6
- P. Pets 6
- Q. Propane tanks / Kerosene heaters 7
- R. Recreational Activities / Facilities 7
- S. Recreational Passes 8
- T. Recycling 8
- U. Rules and Regulations Compliance 8
- V. Trash Disposal 9

Appendix:: Reference Sources 10

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Living in a condominium community is different from living in a private home. In essence, one is freed from some home ownership responsibilities and accepting others for the entire property while gaining the use of amenities. The Association, led by an elected Board of Trustees, governs the complex. The specifics of this governance are contained in federal, state, and local laws, as well as in the Association's governing documents. These include the Master Deed, Bylaws and Rules and Regulations, as amended by the Board over the years since 1984. This packet is intended to be only a summary guide of these governing provisions. Complete supporting legal reference cites are listed in the attached appendix. Copies of these are available, upon request, from the Property Manager. Failure to abide by these rules results in various penalties, including loss of membership privileges, fines, liens, and costs incurred as a consequence. Since we live in such close proximity, sharing common areas and expenses, it is only prudent for all of us to show common courtesy, mutual respect and live up to our responsibilities while enjoying the benefits of condominium living.

Board of Trustees, Hunt Club Association

### A. Alternative Dispute Resolution (ADR)

This voluntary mediation process is available to help resolve disputes between residents and between residents and management.

## B. Attic Space / Fire Wall

The attic space is part of the Common Elements and is therefore not intended for private use. The fire wall (shared with another unit) in the attic is vulnerable; it is not protected as within the unit itself. Any break in this wall renders it ineffective in preventing fire from traveling to an adjoining unit.

#### C. Buildings and Grounds

- 1. Neither the exterior of the buildings nor any of the grounds shall be altered in any way.
- 2. No nails, screws, fasteners, etc. shall be placed into the exterior of any building.
- 3. No covering of any kind shall be placed on patios or decks.
- 4. No structural changes to the interior of the units shall be permitted without first obtaining written approval of The Board of Trustees. Such structural changes include but are not limited to replacing carpet with anything (hardwood, laminate, marble, tile, etc.) other than carpet and/or removing load bearing walls. Owners will be responsible for the cost of any restoration to a building resulting from unauthorized changes.
- 5. All windows and patio/deck doors shall have proper window covering of neutral color within 30 days of occupancy.
- Holiday decorations are permitted during the 30-day period before / after the actual holiday date.
- 7. All holiday light displays must be plugged into the GFI (Ground Fault Interrupter) outlet only. (NOT the light fixture)
- 8. Any plastic used to cover windows / patio doors for energy conservation in winter shall be affixed INSIDE the unit.

9. Storage of any type is not permitted on limited common areas (decks, patios, attics).

## D. Clothes Dryer Vent, Vent Cap Maintenance

It is required that each owner have the dryer hose, vent and vent cap cleaned every other year, starting with 2012 and proof of such cleaning must be provided to the Property Manager.

## E. Detectors: Smoke and Carbon Monoxide

Each residence must have working smoke and carbon monoxide detectors.

## F. Door / Window Replacement

Prior approval by management of the contractor and the replacement item is required. Costs incurred due to improper installation is the responsibility of the unit owner.

- 1. Storm doors (optional), entrance doors, sliding glass doors and windows are the responsibility of the unit owner and shall be properly maintained.
- 2. All contractors must be insured and licensed.
- 3. All storm doors must be white aluminum or vinyl. Any storm door not in good repair, after notice, will be removed at the owner's expense.
- 4. All replacements must duplicate the original; however, there are new entry doors approved.

#### G. Elections - Board of Trustees

The annual meeting and election for the Board of Trustees is held on the third Wednesday in June of each year. Approximately 60 days prior to the annual meeting, the current Board appoints a chairperson, who assembles a committee. Volunteers are always welcome. Residents will receive a letter requesting candidates and an explanation of the entire process.

## H. Financial Delinquency

Monthly installments of the Annual Common Expense Assessment (Association Fees) are due on the 1st of each month, with a grace period of 10 days. Thereafter, a late fee of \$25 is charged for one month in arrears; \$50/month for each additional consecutive month. Continued default results in legal action, including but not limited to, the imposition of a lien on the property. Besides financial penalties, an owner in default loses "good standing" status, which means the loss of privileges to park vehicles, use the amenities or have a right to be heard or vote.

## I. Homeowners Insurance (HO6)

Each unit owner shall submit annual proof of condominium homeowners insurance (HO6). This insurance covers damage to areas in the interior of a unit which affects other units and/or the common elements. Also, such coverage could be used to pay the deductible on the Master Policy in applicable claims.

## J. Insurance Deductible Payment

The Master Insurance Policy covers claims for damages to the exterior of buildings and all the common elements. The Association pays the \$10,000 deductible when damage is to the common elements, unless the damage was caused by a unit owner, the owner's family, guests, tenants or invitees. In which case, the homeowner pays the deductible.

#### K. Landlord / Tenant

Our governing documents have been amended to impose reasonable rental restrictions (12/22/2017).

- 1. The maximum number of units in the association permitted to be rented at any given time is 35%
- 2. Leases must be at least 6 months in duration
- 3. Leases must specify that the tenancy is subject to the Master Deed, By-Laws and Rules and Regulations.
- 4. Any lease between an owner and a tenant must include the Association's "Lease Rider". Each tenant must sign the lease.
- 5. All units not owner occupied are considered rental units regardless of the relationship between owner and occupants.
- 6. No one person may lease more than 2 units at the same time. Owners who leased more than 2 units as of 12/22/17 were grandfathered in.
- 7. The landlord must provide the Association a completed copy of the lease and Lease Rider at least ten (10) days prior to the commencement of the lease, disclosing the names and contact numbers of all parties.
- 8. The landlord is obligated to pay assessments and related charges due to the Association despite landlord's failure to collect rent from the tenant.
- 9. The landlord is responsible for the actions of its tenants and fines incurred by its tenant, if not paid by the tenant.
- 10. Sublets are not permitted. Landlords shall only rent out the entire unit to a tenant, not just rooms within the unit.
- 11. The landlord and tenant shall comply with all federal, state, and local requirements concerning the occupancy and use of the unit.
- 12. The tenant shall promptly notify both the landlord and the Association of any accident, defects in or problems with water pipes, gas lines, heating apparatus or other equipment in the unit.
- 13. Failure to comply with the above constitutes a material breach of the lease and is grounds for eviction. If the landlord fails to commence eviction proceeding within 30 days of notice, the Association will do so in the name of the landlord. All legal expenses incurred will be the responsibility of the landlord.

14. Violators of these guidelines are subject to the associations enforcement policy, including the imposition of fines of \$100 per day.

#### L. Miscellaneous

- 1. The Association has right of access during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements.
- 2. All requests, inquiries and complaints related to The Hunt Club shall be made in writing, signed by the complainant, and sent to the Association or placed in the Association mailbox located in the main double doors of the clubhouse. Second party complaints will not be accepted.
- 3. No person shall at any time bring into a unit any flammable, combustible or explosive fluids, materials, chemicals or substances except in household-use quantities.
- 4. Toilets and other drains in the buildings shall be used only for the purposes for which they were designed. Any damage to the common plumbing resulting from the misuse of plumbing and/or drains in a unit shall be repaired by the Association and paid for by the owner of the unit.
- 5. Firewood must be stored on a rack made for cord wood storage. Storage is limited to a quarter of a cord. Firewood may not be stored directly on the wood deck or common elements.
- 6. A minimum temperature of 55 degrees Fahrenheit will be maintained to prevent potential freezing damage to common plumbing.
- 7. Over the Air Reception Devices (OTARD's), such as satellite dishes which are 1 meter (39 inches) in diameter or less may be installed on a unit owner's deck or patio. Installation of such devices on common property (for example, roofs, sides of buildings and common area around the buildings) is not permitted without first obtaining written approval from the Board of Trustees. Such devices which are greater than 1 meter (39 inches) in diameter are prohibited.
- 8. Proof of fireplace chimney inspection, no less frequently than every other year, must be provided to management.
- 9. Soliciting in the Hunt Club is strictly prohibited.
- 10. Calcium chloride is available at the Clubhouse by front door for owners to use, please bring a container.
- 11. Residents/owners should not interfere or try and instruct our contractors/vendors in any way.
- 12. Harassment and or threatening behavior directed at employees, board members, residents, or contractors will not be tolerated.

## M. Noise Restrictions

- 1. No harmful or offensive activity which annoys another occupant shall be carried on in any unit or on the common elements.
- 2. No loud music, power tools / machinery are permitted between the hours of 11:00 p.m. and 7:00 a.m.

## N. Parking / Towing

- 1. Walkways, entrances, passages and courts surrounding the buildings shall not be obstructed by a vehicle.
- 2. Parking is allowed in designated, lined parking spaces only. Each unit is assigned one numbered parking space which shall be reserved for the exclusive use of the unit owner. The spaces are limited to parking one vehicle only.
- 3. Parking of vans and trucks, recreational vehicles and campers is prohibited. The sole exception to this rule is a single van or pick up truck per unit which is used for daily transportation by the resident. Parking of boats, snowmobiles and trailers is strictly prohibited.
- 4. Any vehicle without current inspection sticker / license plate will be towed at owner's expense 48 hours after notification.
- 5. Motorcycles, motorbikes, mopeds or any other terrain vehicles shall not be parked or stored on patios. None of these shall be driven anywhere on Hunt Club property by an unlicensed person. Neither shall these vehicles be ridden anywhere on the grassy areas
- 6. There shall be no repair or maintenance of any vehicles anywhere on the common grounds with the exception of headlamps, flat tires and jump starting.
- 7. The speed limit in the Hunt Club is 15 MPH.
- 8. Vehicles may be towed at the owner's expense for unauthorized or improper parking.

#### O. Patio / Deck Use

- 1. Patio and decks are categorized as "limited common areas" in the Master Deed.
- 2. Patios and decks are not storage areas and shall not be used for trashcans, spare tires, boxes, etc. Non-motorized vehicles on patios and decks are allowed.
- Patio furniture and non-propane barbecue grills must be confined to the patio or deck.
- 4. Clothes, bedding, laundry or the like shall not be hung, aired or dried from windows, patio railings nor clotheslines.
- 5. Yard sales, flea markets, etc. are not to be conducted by any resident without advance written approval from the Board.

#### P. Pets

- 1. Only domesticated pets dogs, cats, caged birds, and fish are allowed.
- 2. Each unit is allowed one domesticated dog.
- 3. Neither dogs nor cats are permitted anywhere outside including decks/ patios without a leash and under control of their owner/keeper.

- 4. All domesticated dogs / cats must have current registration and vaccination Per Washington Township
- 5. A pet owner / keeper / unit owner is responsible for any and all damage to the common areas.
- 6. No domesticated animal of any kind is allowed in the recreation circle at any time.
- 7. Owners / keepers are responsible for the immediate removal and disposal of their pet's waste. There are two designated pet areas: one is located at the far end of Yorkshire Ct. and the other is at the far end of Paddock Ct. Pets may be taken for exercising or relieving beyond the posted signs to these areas only.
- 8. Owners/keepers will not allow domesticated animals to make noise of sufficient volume to disturb any resident.
- 9. Any stray or aggressive animals should immediately be reported to the Washington Twp. Police or the local SPCA.
- 10. Any pet altercation in the common area should be reported by those immediately involved to Township Police and a letter or email should be sent to the Hunt Club advising management of the issues. Second party complaints will not be accepted.
- 11. It is prohibited to feed ducks, geese or any wildlife roaming the Hunt Club property. This practice attracts mice, rats, squirrels and chipmunks which causes extensive damage to the property.
- 12. Any property damage or injury to another animal or person caused by a pet, service animal or emotional support animal shall be the sole responsibility of the owner or custodian of the animal. In the event that any pet, service animal or emotional support animal shall cause harm to another animal or person within the Hunt Club community, that animal shall be removed from the community. Any violation of this rule shall subject the unit owner to the Association's enforcement policy, including the imposition of fines and suspension of membership privileges. Any report of an animal bite or attack will be reported to the county animal control office.

## Q. Propane Tanks / Kerosene Heaters

Kerosene and propane for use in heating, cooking or decorative items are prohibited. The unit owner will be responsible for the actual cost of fire suppression where a violation directly or indirectly results in a fire.

## R. Recreational Activities / Facilities

- 1. Use of the Recreational Facilities requires a recreational pass.
- 2. All sport, game and play activities shall take place in the designated play areas adjacent to the clubhouse.
- 3. Bicycles, tricycles, big wheels, scooters and the like shall not be ridden on the grass or the parking areas.
- 4. The tennis courts are available for use by tennis players only, who must be residents of the Hunt Club or a guest accompanied by a resident. Climbing the fence is strictly prohibited. A key to the tennis court

is available from the Hunt Club Manager's office during normal business hours. A \$5.00 key deposit is required.

- 5. Loitering on common property is prohibited.
- 6. No one is allowed within the recreational circle after dusk.
- 7. Pool rules and regulations are given to owners / residents in good standing at the beginning of the pool season. Entering the pool area after hours will result in fines and/or the loss of pool privileges for the remainder of the season. Alcoholic beverages in the pool area are not permitted. Anyone under the influence of drugs or alcohol is not permitted in the pool area.

#### S. Recreational Passes

- 1. Recreational passes will be issued only to owners in good standing or their tenants, who have a lease on file.
- 2. Recreational passes will be valid for one (1) year beginning May 15th and ending May 16th of the following year.
- 3. Recreational passes must be visible at all times when using any recreational facility.
- 4. Recreational passes will be revoked for any violation of the Rules and Regulations, By-Laws or Master Deed articles.

#### T. Recycling

- I. Due to new recycling regulations ABSOLUTELY NO PLASTIC BAGS will be accepted in our recycling program. Any recycling cans with plastic bags in them will have to be taken as trash as to not contaminate the recycling stream. The current list of accepted materials in our curbside recycling program is: newspapers & paper (including magazines), cardboard (no wax), plastic bottles (only #! & #2 and no lids), aluminum & tin cans, glass bottles & jars (any color). Paper containers which have not previously held food.
- 2. Cardboard: large boxes should be broken down and placed in the dumpster marked "Cardboard Only" at the entrance to Sedgewick Court. Small boxes may be broken down and placed in the recycle container next to the dumpsters in your court.

## U. Rules and Regulations Compliance

- 1. All residents and guests have the responsibility to abide by the Rules and Regulations and to report violations, in writing, to the Property Manager.
- 2. Management has the authority to require corrective action from the violator and to assess necessary penalties -including the towing of vehicles at owner's expense.
- 3. A letter will be sent to an offending unit owner by regular mail advising of the violation and requesting compliance.

If the unit owner does not reply within 10 days, compliance will be assumed.

- 4. If the violation continues or reoccurs after the 10 days, a second notice will be sent by certified and regular mail. This letter will inform the owner of additional fines and offer the opportunity for Alternative Dispute Resolution.
- 5. If the fines as stated above are not promptly paid and the violation abated, the Association may file a lien against the owner's property in the county clerk's office for the amount of the fines plus any costs incurred in pursuing the enforcement. The Association may then foreclose on that lien and/or file a lawsuit for monetary damages and/or suspend membership rights and privileges, including voting rights, parking privileges and access to recreational facilities.

## V. Trash Disposal

- 1. Trash shall be contained in tied plastic bags and placed inside the dumpster.
- 2. Trash shall not be burned anywhere on Hunt Club property.
- 3. Bulk items, such as furniture, rugs, appliances, etc. must be placed in the bulk item bin in front of the clubhouse.
- 4. No hazardous waste such as paint, paint thinners, solvents, batteries, corrosives, etc. is to be placed in the dumpsters. Washington Township has a collection site (589-0802).
- 5. Any resident observing any illegal dumping into one of our dumpsters is urged to contact the Washington Township Police Department (256-1212) immediately with the vehicle tag number, description and location.
- 6. Littering or otherwise improperly disposing of trash on the common areas is strictly prohibited.

# **REFERENCE SOURCES**

		Master Deed	By-Laws	Resolution Dated	State/Local Law
Α	ADR			Feb 16, 2000	N.J.S.A. 46:8B-14(K)
В	Attic Space	P. 5	P. 18		
С	Buildings/ Grounds	P. 13			
D	Clothes Dryer			Dec 22, 2017	
Ε	Detectors				N.J.S.A 52:27D
F	Doors/Windows	P. 3			N.J.S.A 55:13A
G	Elections		P. 5		
Н	Financial Delinquency		P. 8, 14, 16	Apr. 28, 2011	
ı	Homeowners Insurance	P.13	P. 19	Apr. 28, 2011	
J	Insurance Deductible	P. 13		Apr. 28, 2011	
K	Landlord/Tenant	P. 4,13,14		Dec 22, 2017	
L	Miscellaneous	P. 9	P. 18		F.C.C. N.J.S.A. 55:13A
M	Noise		P. 17,18		
N	Parking /Vehicles	P. 5		May 26, 2011	
0	Patio/Deck	P. 6	P. 18		
Р	Pets		P. 8,19		
Q	Propane/Kerosene				N.J.S.A.52:27D-
R	Recreation	P. 11			192 N.J.A.C. 5:18
S	Recycle				Washington Twp
Г	R&R Compliance	P. 7,16,17,18		Apr. 28, 2011	
J	Trash		P. 18		Washington Twp