#### RULES AND REGULATIONS

## BARBEQUES AND OPEN FLAMES

- 1. Propone, gas or charcoal barbeques or other any other device that has open flames are not allowed within the community. There can be no storage of propane tanks or combustible materials anywhere within The Garden Club. Electric grills are the only type of barbeque allowed. Any damage to the siding caused by the excessive heat of an outdoor grill will be the responsibility of the owner of the unit.
- 2. No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.

#### **COMMERCIAL BUSINESS**

1. No unit shall be used for any purpose other than a private residence. In spite of anything to the contrary in this section, units may be utilized for business, trade professional or occupational purposes provided such use complies with Zoning and any other applicable ordinances of the Township of Delran and is undertaken with registration with the Association and the prior written permission of the Board of Directors. The Board shall have the authority to adopt such rules and regulations governing the conduct of a business, trade, profession or occupation with a Unit including, but not limited to, such regulations which may be necessary to govern vehicular and pedestrian traffic, deliveries to the Unit, and any other activities which may result in interference with the use and enjoyment of any Unit or the Common Elements.

#### DECORATIONS, SIGNS AND OTHER OUTSIDE ITEMS

- 1. Holiday decorations may be placed out no earlier than two (2) weeks prior to the holiday and must be removed no later than two (2) weeks after the holiday. With the exception of Christmas when the decorations can be put up day after Thanksgiving and must be removed 2 weeks after Christmas. They may not be affixed in a permanent manner, such as being nailed into the siding or any other Common Element. Decorative wreaths and door hangings are restricted to one per front door only. No wreaths or door hangings are allowed to be installed on the sliding glass doors of any unit. No decorations may be placed on any Common Element, including Common Area shrubbery, except with the written permission of the Board of Directors.
- 2. Only one standard size (not to exceed 24" x 36") sign advertising the property for sale, rent or lease is permitted inside one window of each unit and must be removed immediately upon execution of sale or lease. Signs cannot be posted on sliding glass doors.
- 3. Unit owners shall not install nor have installed or erected any signs, advertisements, posters, awnings, canopies, balcony/patio enclosures, flag poles or posts, or like items in or upon the Common Elements, gates, mail boxes, street light poles, windows, etc., without the prior written permission from the Board.
- 4. Only the approved storm doors are to be installed with prior approval of the Board of Directors.

#### **INTERIOR OF BUILDINGS:**

1. Window air conditioners or window fans are not permitted, except with the written permission of the Board of Directors.

- 2. Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must show white from the outside. No temporary window coverings shall be allowed. There will be no use of temporary plastic covering on either the inside or outside of any windows.
- 3. Nothing shall be done in or to any Unit or on, in or to the property which will impair the structural integrity of any Unit or which will structurally change any Unit.
- 4. There shall be no obstruction of the property, nor shall anything be stored, or placed, such as decorations, in or upon the property, specifically Common landings and stairways, unless expressly permitted in writing in advance by the Board of Directors, with the exception of a standard doormat and one wreath or other appropriate door hanger.
- 5. The Units and the property shall be subject to all applicable Federal, State and Municipal laws, statutes, regulations and ordinances.
- 6. No Owner or occupant shall install hardwood or ceramic flooring or similar substitutes in any part of the Unit, except for the bathrooms, kitchens or such other area where the developer originally installed such flooring.
- 7. All residents must restrict the use of the common stairwells to the ingress and egress to the units. No loitering by adults or children is allowed at any time. Any other use of the stairwells will be considered loitering and will be dealt with accordingly.
- 8. There is NO SMOKING in any of the common stairwells. Anyone smoking outside of the units must pick up all smoking debris including butts and other trash. Any unit causing excess smoking debris will charged with the cost of the clean-up.

- 9. Each Owner or occupant shall maintain the Unit, including balcony or patio, in a good state of repair and cleanliness.
- 10. Owners and Occupants shall not make any noise that shall create a nuisance to any other Occupant. Between 11 pm and 7 am there shall be no loud noises whatsoever. All Delran Township noise ordinances must be followed.
- 11. All Units must be heated to the extent necessary to prevent damage from freezing temperatures during the months of October through April, inclusive, regardless of whether or not occupied. Any Unit Owner failing to heat his Unit shall be obligated to pay a Remedial Assessment for the costs of any damage caused to any portion of the Condominium due to his neglect, or if such damage is insured by the Association for any deductible or other amount not received by the Association from the insurance proceeds.

#### BUILDING EXTERIOR

- 1. No Owner or Occupant shall install any floodlights on the exterior of a building without prior written permission of the Board of Directors.
- 2. Nothing may be stored or left on the patio or balcony areas except patio type furniture and electric grills. Plants are allowed but must be in planters but number and size must not overwhelm patio or deck. All planters must be elevated off floors to eliminate water pooling under planters. No planters may extend over the outside of the two upper deck railing. Planters and plants must be kept in good condition and dead plants must be removed immediately. Bicycles, maximum two bicycles no matter what size, may be kept on patios or baloneys. Toys in use on the patio or deck must be stored out of sight between 11 pm and 7 am.
- 3. No bicycles, baby carriages, wagons or similar non-motorized vehicles or toys, nor mopeds, motorcycles or similar Adopted 1/10, revised 9/23 Page 4

motorized vehicles shall be parked or otherwise left unattended on the property, except that a licensed moped or motorcycle may be parked in any marked parking space. Any gasoline powered vehicle cannot be stored anywhere that would violate local and/or state statutes.

- 4. No Owner or Occupant shall use or permit to be brought into or stored in any Unit or in or upon the property any inflammable oils or fluids such as gasoline, kerosene, naptha, benzene or other explosives or articles deemed hazardous to life limb or property.
- 5. No Owner or Occupant shall cause or permit any clotheslines, poles or clothes trees, clothes, sheets, blankets or laundry of any kind or other articles to be hung or displayed on the outside of windows or placed on the outside of windowsills, walls, patio, or balconies of any Unit or other outside area of the property.
- 6. No Owner or Occupant thereof shall erect or maintain an exterior antenna on the Common Elements unless it is permitted by the Board of Directors. One satellite dish per unit is allowed, subject to Board approval, if it is no larger than one meter in diameter and installed on patio or balcony floor. Dish must be placed in moveable "bucket" and not permanently affixed to the building.
- 7. Unit Owners and Occupants shall not paint, decorate, or in any way change the appearance of any portion of the exterior of any Building or any other Common Element.

#### **EXTERIOR CHANGES**

1. There shall be no obstruction of the Common Elements, nor shall anything be temporarily or permanently placed upon, stored in or affixed to the Common Elements without prior written consent of the Board or unless expressly permitted by the Rules and Regulations.

Adopted 1/10, revised 9/23

- 2. Nothing shall be done to any Unit or on or in the Common Elements that will impair the structural integrity of any Building or which will structurally change any Building.
- 3. No Unit Owner may make any structural changes, additions, alterations or improvements in or to his Unit or in or to the Common Elements, without the prior written approval of the Board or impair any easement without the prior written approval of the Board. The Board shall have the obligation to answer any written request received by it by a Unit Owner for approval of a proposed structural addition, alteration or improvement to his Unit within forty-five (45) days after receipt of such request, and failure to do so within the stipulated time shall constitute approval of the proposal.
- 4. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be reviewed by the Board and, if approved, shall be executed by the Board as appropriate and may then be submitted by the Unit Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor or material made on account of such addition, alteration, or improvement, or to any other person having any claim for injury to person or damage to property arising therefrom. The Unit Owners shall furnish the Board with a copy of such permit. Unit owner will hold the Association harmless for any liens (mechanic or otherwise) that may be placed against the property.

#### GROUNDS

1. The Common Elements shall only be used for the furnishing of the services and facilities for which they are reasonably intended and suited, and which are incident to the use and occupancy of the Units.

- 2. No person shall alter any plantings on the Common Elements. Flowers may be planted in the Common area planting beds by residents but upon planting in the Association Common areas, they become property of the Association and cannot be removed by the resident without Association approval (except for the removal of dead vegetation). Weeding of these plants will be the responsibility of the homeowner. Any structure (bird house, planter, etc) placed in the beds must be harmonious with the landscaping and approved by the Association prior to installation. The landscaping will be removed by the Association if deemed unsuitable. The homeowner will incur all costs to restore the area if the structure is removed.
- 3. No portable storage units may be brought into the community and left overnight without permission from the Board. Even with Board permission, no portable storage unit is allowed to remain longer than 48 hours on the property and must be parked in the commercial parking area.
- 4. No exterior speakers shall be permitted.
- 5. Rock salt shall not be used on walkways because of potential damage to concrete walkways. Only calcium chloride is to be used
- 6. No Unit Owner or occupant shall burn, or chop or cut anything in, on, over or above Common Elements.
- 7. No ball playing on the Common Areas, which includes grass areas in front of buildings, stairwells and street.
- 8. Every Owner shall be liable for any and all damage to the Common Elements which shall be caused by said Owners, their respective family members, employees, contractors, agents, tenants, visitors, licensees, or household pets.

9. Adult bicycles and adult tricycles are considered vehicles and must travel on Condominium roads the same as an automobile, observing all STOP signs and traveling on the right-hand side of the road. They must be equipped with a headlight and rear light for night riding. All applicable municipal and governmental regulations concerning safety devices and rules of the road must be observed. Skateboarding and rollerblading is not permitted in the stairwells or on the sidewalks, curbs or near trash enclosures.

#### LEASED/SALE UNITS

- 1. No unit shall be used for transient or boarding purposes or any illegal purposes.
- 2. To provide orderly procedures in the case of title transfers, and to assist in the maintenance of a current, up-to-date roster of Owners, each Owner shall give the Property Manager notice at the time of listing of his Unit for sale and upon the contract of sale. The management office must be notified at: (856) 767-6888.
- 3. All restrictions in the Association's governing documents concerning leasing of units must be followed by landlords, including forwarding a copy of the lease to the Association prior to the lease start date and notifying the Association on the termination of a lease and change in tenant. All landlords must provide the most current copy of the Association's adopted Rules and Regulations to each tenant. The landlord is responsible for the tenant's adherence to the Rules and Regulations and all other governing documents for the Association.
- 4. In the event a tenant of a Unit fails to comply with the provisions of the Master Deed, the By-Laws or Rules and Regulations then, in addition to all other remedies that it may have, the Association shall notify the Unit Owner of such violation require adherence by the unit owner follow the Adopted 1/10, revised 9/23

  Page 8

Association's adopted Rules and Regulations. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney in fact for the Unit Owner and at the Unit Owner's sole cost and expense including all legal fees incurred. Said cost and expenses shall be deemed to constitute a lien on the particular Unit involved, and the collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does hereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described in this paragraph.

## PERSONAL CONDUCT

- 1. All residents and owners shall comply with any municipal ordinance dealing with personal conduct. Any violation of a municipal ordinance shall be considered a violation of the Association Rules.
- 2. Harassment of fellow residents based on race, religion, nationality, gender, sexual orientation, handicap, or any protected class is strictly forbidden. Use of a racial epitaph to a resident of a different race is presumptively considered to be harassment.
- 3. All residents and owners shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members including members of the Board, residents, guests, occupants, invitees, or directed at management, its agents,
- 4. Attendees at Board Meetings or other meetings of the Association may not engage in disruptive behavior such as obscene gestures, shouting, profanity, or other

disruptive behavior. If attendees become disruptive, they may be expelled from the meeting and fined and/or sanctioned.

- 5. All residents and owners shall not obstruct or interfere with the rights of any other occupant to quiet enjoyment of the unit or in any way injure or purposely annoy them.
- 6. All residents and owners shall not obstruct, instruct, interfere with, or make any requests for services from a contractor retained by the Association.
- 7. No resident shall stop an employee or contractor in the performance of his duties, give special instructions or ask favors of employees or contractors. All requests for services and/or complaints are to be submitted to the Association office.

#### **MISCELLANEOUS**

- 1. Nothing shall be done or stored in any Unit or in or upon the property which will increase the rate of insurance of any Unit or for the Condominium or the contents thereof or which will result in the cancellation of insurance on any Unit or the contents thereof or which will be in violation of any law.
- 2. No noxious, offensive or unlawful activity shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Owners within the Condominium. All laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed.
- 3. No resident shall stop an employee or contractor in the performance of his duties, give special instructions or ask favors of employees or contractors. All requests for services and/or complaints are to be submitted to the Association manager. Adopted 1/10, revised 9/23

  Page 10

#### PETS

- 1. No bird, animal or reptile of any kind shall be raised, bred or kept in any Unit, except that dogs (other than trained attack or guard dogs) and cats, not to exceed the total of two pets per Unit, may be kept in Units. Provided, however, they are not kept, bred or maintained for any commercial purposes, are housed within the Unit and the Owner having such pet(s) abides by all applicable Rules and Regulations regarding pets. No outside pens, runs or yards shall be permitted. Pets shall not be left unattended on any deck or patio or tethered in any way on the common areas.
- 2. All owners must curb and pick up after their dogs at all times and on all Common Elements and at curbside in accordance with Delran Township Dog Ordinance, Chapter 11-8.8 'Nuisance by Dog'. All dogs must be kept on a leash and supervised at all times. Staking of dogs or tying a leash or chaining to a tree or anything else is prohibited on the Common Element. Pets must be walked along the berm along Lawrence Lane.
- 3. It is the dog owner's responsibility to insure that dogs do not urinate in other than designated areas. Evidence of failure to comply will result in the responsible person being assessed to replace the damaged lawn and fined.
- 4. All pets must be registered with the Association on a yearly basis. A charge for keeping a dog in the community will be assessed each year and a tag will be issued that must be visible on the dog at times. All pets must also be registered with Delran Township.
- 5. The owner of any dog showing aggressive behavior will be cited and considered in violation and the dog may be considered for removal from the community.

#### **TRASH**

- 1. All trash and garbage shall be disposed of in the designated dumpster areas within the Condominium for regular collection. Unit owner shall conform with the Delran Township rules for recycling.
- 2. Remove plastic recyclables from bags and place them into proper blue bins and place plastic bags into dumpster. All newspapers must be tied and placed in the proper blue bin. Refer to your recyclables list for items that can be recycled.
- 3. It is the Unit Owners and tenants' responsibility to call the Township for bulk item trash pick-up (i.e. refrigerators, freezers, air conditioners). Call 461-7734 (ex 100) before 2:00 pm. Note: Live Christmas trees must be placed in the designated disposal area, Artificial trees can be placed in the dumpster.
- 4. If the trash dumpster near your building is full, take your trash to the nearest empty dumpster at the next enclosure. DO NOT place your trash on the ground next to the full dumpster or this may result in fines for the offender. Do not put recycling in with the trash. Conform to the recycling rules.

# VEHICLE, PARKING AND DRIVING

- 1. No vehicle, equipment or machine shall be operated within the Condominium without adequate noise suppression nor shall any such device be operated in a manner to create excessive noise. No motorized vehicle may be operated in areas other than the streets without the proper authorization except for laws and maintenance equipment.
- 2. No vehicles shall be parked adjacent to or in any location which impedes access to any mailbox or trash dumpster. There is no parking within any of the trash enclosures, even for unloading purposes.

- 3. No vehicle may be parked adjacent to any curb. Parking is permitted in designated parking areas only, within the lines of parking spaces. No more than two motorcycles are permitted within one parking spot and must park between the lines.
- 4. Parking is not permitted on top of curbs or on Common elements.
- 5. Visitors are permitted to park in outer perimeters only and can only park in un-numbered spaces.
- 6. No servicing or maintenance of any vehicle, boat, or other item of personal property shall be performed anywhere on the Common Elements. Automotive repairs are not permitted on the property. No automobile washing/cleaning is permitted on the property.
- 7. The speed limit in the Condominium is 15 MPH and all STOP signs at intersections must be observed.
- 8. Commercial vehicles parking overnight within the community, no matter what purpose, whether the owner resides in the community or is having service done within their unit that may cause a commercial vehicle to park overnight, may only be parked in the parking spaces on Lawrence Lane between the buildings that house units 173 Natalie Road and 301 Nicholas Drive. Commercial vehicles include vehicles that fall within any

of the following categories: over 20 feet in length; over 4,000 pounds; has printing on the vehicle indicating that it is used for a commercial purpose; has a commercial license plate; has a passenger vehicle license plate but is clearly used for a commercial purpose; or any other vehicle which the Board of Directors or management determines is used for a commercial purpose.

- 9. All unit owners or tenants will be provided with one designated parking space (i.e. numbered). All owners or tenants must park in assigned designated spaces and between the lines. Designated parking spaces must be used first before any owner or tenant can use a visitor space. Any unit owner parking in another resident's numbered spot will receive a warning for the first offense, subsequent offenses will receive fines and possibility of towing.
- 10. Parking in fire lanes, blocking mailboxes or dumpsters or blocking fire hydrants is prohibited. Violators are subject to towing as per the NJ State Predatory Towing Law.
- 11. Residents must address owners of vehicles parked in the resident's numbered spots by leaving a note on the window or speaking to them directly. If vehicle owner is not known, call the management office to report violation. If parking violation continues, resident must notify management. Management will notify vehicle owner to move vehicle and if no resolution, will have vehicle towed following NJ State Predatory Towing Law.
- 12. Only operational vehicles, with current inspection and registration will be permitted to park on the property. Junk or abandoned vehicles will be towed from the property at the owner's expense. No long term parking or storage of vehicles is allowed.
- 13. No recreational vehicles, boats, campers, trailers, mobile homes, snowplows, landscape or heavy equipment or industrial vehicles are permitted to park anywhere on the property.
- 14. Handicapped parking spaces are reserved for those vehicles displaying handicap license plates or placards only. Violators are subject to all applicable local and State laws which may include towing by the local Police Department.

#### FINES

#### ALL OFFENSES INCLUDING PET OFFENSES

One written warning will be given to the offender by the Association. The first warning will be sent regular mail to the owner of the property. All subsequent notices will be sent from the attorney. All charges associated with the legal action are the responsibility of the unit owner and will be assessed to the unit owner's account, even if violation was the result of actions of the tenant. If the violator (violation) still continues with the offense, the following fines will be assessed. Each day a violation is allowed to continue, it constitutes a new offense and a new fine, with escalation of fines.

2<sup>rd</sup> offense - \$50.00

2<sup>rd</sup> offense for pets only - Revoke permission to allow pet on common areas

3<sup>th</sup> offense - \$75.00

4th and subsequent offenses - \$100.00

# **PARKING VIOLATIONS**

1<sup>st</sup> offense – warning sticker on vehicle 2<sup>nd</sup> offense –vehicle will be towed at owner's expense as per NJ State Predatory Towing Law. Vehicle owner is responsible for all charges related to the towing and storage.

NOTE: Each day a violation continues is another fine.

#### Time to cure violations:

Priority One Violation – Health and Safety – Immediate correction

Priority Two Violation – On going nuisance – Seven days to correct

Priority Three Violation – All others – Fourteen days to correct

# The time to cure violations and fines will be set from time to time by the Board of Directors

In addition to the above Rules and Regulations, the Condominium Association has the right to promulgate and enforce reasonable rules and regulations not in conflict with the provisions herein regarding the use and enjoyment of the Common Elements and each Unit Owner by acceptance of the deed to his Unit agrees to abide by said rules and regulations.

# **CONTACT INFORMATION**

Email address: gardenclub11@verizon.net

Delran Township: (856) 461-7734

Delran Township – trash: (856) 461-7734 ext. 100

call for all bulk pick-up

Delran Township Police – non-emergency (856) 461-4444

Delran Township Animal Control – (856) 461-4498

All emergencies call – 911

Management (including after hours emergency) – (856) 767-6888

Note: please leave name, reason for call and unit number when calling. All non-emergency phone calls will be returned within 24 hours (weekends and holidays, next business day).

#### **RESOLUTIONS:**

The following resolutions have been adopted by the Board and are part of the current Rules and Regulations. Additional resolutions will be adopted and provided to the community periodically.

#### RESOLUTION

#### INSURANCE DEDUCTIBLE

#### **JANUARY 16, 2006**

WHEREAS, the Board of Directors of the Grande at Rancocas Creek Condominium Association is desirous of establishing a policy regarding the payment of the Master insurance policy deductible for any insurance claim brought about by a member for damage to a unit;

WHEREAS, the Board of Directors of the Grande at Rancocas Creek Condominium is empowered to adopt resolutions;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Grande at Rancocas Creek Condominium Association that the following policy is in place immediately upon the affirmative vote of the Board:

Any insurance claim brought by a member against the Association's Master Insurance policy and incurs an insurance deductible, that deductible will be the sole responsibility for payment by the owner of the unit where the damage occurred.

We attest that there was an affirmative vote by the Board of Directors of the Grande at Rancocas Creek Condominium Association.

#### RESOLUTION

# SUSPENSION OF RESERVED PARKING PRIVILEGES **FOR DELINOUENT PROPERTIES**

June 3, 2009

WHEREAS, the Board of Directors of the Grande at Rancocas Creek Condominium Association is desirous of establishing a policy regarding the suspension of reserved parking for units having outstanding balances owed to the Association;

WHEREAS, the Board of Directors of the Grande at Rancocas Creek Condominium is empowered to adopt reasonable rules and regulations governing the reserved parking of vehicles within the property;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Grande at Rancocas Creek Condominium Association that the following policy is in place immediately upon the affirmative vote of the Board and notification of the community:

All properties that owe the Association funds in excess of \$500.00 whether for delinquent dues or any other fees, including fines and other charges, will lose the privilege of having a reserved parking spot. The numbered parking spot that was designated as reserved parking for that unit will be removed and become a visitor parking spot until such time as the unit pays all charges, including late charges and attorney fees. Once the account is brought current and remains current for a period of 90 days, the parking spot will revert back to a numbered spot. If that unit becomes delinquent again in a twelve month period, the unit will lose any future chance of the parking spot becoming reserved again until such time as that unit changes owners, as long as all outstanding charges were Adopted 1/10, revised 9/23 Page 18

brought current at time of settlement. The unit owner will pay all costs associated with the marking of the parking space.

We attest that there was an affirmative vote by the Board of Directors of the Grande at Rancocas Creek Condominium Association.

#### RESOLUTION OF

# THE GRANDE AT RANCOCAS CREEK CONDOMINIUM ASSOCIATION LIMITING THE NUMBER OF UNITS THAT CAN BE OWNED BY ONE PERSON AND/OR BUSINESS ENTITY WITHIN THE CONDOMINIUM ASSOCIATION

#### **FEBRUARY 3, 2010**

WHEREAS, the Board of Directors wishes to protect investment of current owners in their condominium units and insure the value of the condominium unit at the time of resale.

NOW, THEREFORE, BE IT RESOLVED that no business entity and/or person shall have an interest in more than seven (7) units within The Grande at Rancocas Creek condominium property. Business entity means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association, non-profit, not for profit or any other legal commercial entity organized under the State of New Jersey or any other state and/or foreign jurisdiction.

For purposes of this Resolution, a person is considered to have an interest in a business entity if he or she has an ownership or control of more than five (5%) percent of the profits or assets of a business entity or five (5%) percent of the stock. In the case of a business entity, it is a corporation for profit, non-profit or not-for-profit. The Association shall have the right to inquire from any unit owner whether or not they own any other units within the condominium property or have an interest in the business entity that owns the other units within the condominium property.

We attest that there was an affirmative vote by the Board of Directors of the Grande at Rancocas Creek Condominium Association.