

## **RESOLUTION**

### **ESSEX PLACE CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors of the Essex Place Condominium Association, Inc. (hereinafter the “Board”) is given the authority in Article VI of the Association’s By-Laws to operate and manage the affairs of the Association, and to exercise all powers, duties, and authority necessary for the proper conduct and administration of the affairs of the Association; and **WHEREAS**, as part of its management responsibility the Board is authorized to adopt Rules and Regulations for the operation, maintenance, governance, and administration of Essex Place Condominium and to amend those Rules and Regulations from time to time; and **WHEREAS**, the Board has determined that it is in the best interest of the Association to amend its Rules and Regulations and to adopt this restated Rules and Regulations. **NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors that the following Amended and Restated Rules and Regulations be and hereby are adopted, ratified, and confirmed:

## **RULES AND REGULATIONS**

### **ESSEX PLACE CONDOMINIUM ASSOCIATION**

Each Owner shall be governed by and shall comply with the terms of the Master Deed of the Essex Place Condominium Association, the Articles of Incorporation for Essex Place Condominium Association (the Articles of Incorporation), and the By-Laws of Essex Place Condominium Association (the By-Laws) (together, the Master Deed, the By-Laws and the Rules and Regulations are referred to as the Governing Documents) All terms used in these Rules and Regulations shall have the same meaning as the identical term used in the Governing Documents. Failure of a Unit Owner to comply with the provisions of the Governing Documents and these Rules and Regulations shall entitle the Association or other Unit Owners to pursue all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, an action for injunctive relief and the assessment of fines.

Some of the restrictions contained in these Rules and Regulations are a restatement of the restrictions contained in the Governing Documents. Any omission of a restriction or prohibition contained in the Governing Documents shall not constitute an amendment to the Governing Documents. In the event of any conflict between the provisions of the Governing Documents and these Rules and Regulations, then the provisions of the Governing Documents shall take precedence. In addition, all unit owners/residents must comply with all municipal ordinance and state law regarding use of their unit and the common element. The enforcement of these rules and regulations are separate and distinct from the enforcement of State law and municipal ordinance.

Alternative Dispute Resolution (ADR). This ADR procedure shall apply to all housing-related disputes which arise between unit owners, as well as between unit owners and the Association. Although ADR must be offered in all such situations, acceptance of and participation in the ADR procedure is voluntary on the part of all unit owners. This ADR procedure shall not apply to disputes regarding payment of assessments, penalties, fines, and fees (for complete procedure contact the management office).

# **RULES AND REGULATIONS**

## **GENERAL RULES**

1. The Unit Owners and occupants thereof shall comply with all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over. No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently that may be or become an annoyance or nuisance to the other residents of the Condominium.
2. To provide an orderly procedure in case of title transfers, and to assist in the maintenance of a current roster of Unit Owners, each Unit Owner shall give the management company, timely notice of their intent to list their Unit for sale, and upon closing of title, shall forthwith notify such secretary of the names and home addresses of the purchasers.
3. 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. 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. 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 man 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 that he has procured.
4. 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.
5. 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 occupied or not. 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.

6. Each Unit Owner shall pay for his own telephone, and other utilities, which are separately metered or billed to each user by the respective utility company. Utilities that are not separately metered or billed or that serve the Common Elements shall be treated as part of the common expenses.
7. All unit owners shall be required to employ a maintenance professional once every 2 years to clean from the interior openings, including all duct work, to the exterior openings of the dryer vent or vents serviced each unit. Performance of required dryer vent cleaning shall be documented by submission of an invoice from a service professional to the Association.
8. Only standard Satellite Dishes no larger than 36" will be permitted with Board approval. No Satellite dishes will be permitted to be attached to the roof or siding. Unit Owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the building or any parking area. Each Unit Owner is responsible to promptly report to the Board any defect or need for repairs, the responsibility for which is that of the Association.
9. Absolutely no commercial business is to be conducted from any home. No unit or limited common elements shall be used for any purpose other than as a private residence. No business, trade or profession shall be conducted in any unit.
10. Positively no cans of gasoline or paint rags, or other flammable material is permitted to be stored in closets, attics, or utility rooms, unless in an Underwriters Laboratory approved container with UL label affixed. Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of any Buildings or the contents thereof beyond the rates applicable for Units without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements that will result in the cancellation of insurance on any Building or by the contents thereof or that will be in violation of any law.
11. No awning, grills of any type (except electric), balcony enclosures, fences, canopies, shutters, or radio or television antennae, aerial shall be erected or installed in or upon the Common Elements.
12. Patio Storage Benches will be permitted on limited common areas around your home, but must be neutral in color, brown or tan, and may not exceed 60" length x 27" height x 25" width. Also the storage bench must not be placed on any grass area, on top of any sprinkler head or blocking access to the patio as stated by Mt. Laurel Fire Department. If the bench is placed anywhere on common area that is not the patio directly outside the home, the association has the right to move if necessary if it is blocking any necessary building repairs or causing damage to any common areas as they see fit.
13. Absolutely no peddlers or solicitors, including residents, of any kind are allowed in the Condominium. Report any solicitors to the management company immediately.

14. No exterior loudspeakers shall be permitted, nor shall unshielded floodlights be installed in any exterior area of any Unit or any balcony, patio, or terrace appurtenant thereto without the express written permission of the Board.
15. The volume of TV's, stereos, radios, musical instruments, and other electronic devices shall be turned down after 10:00 p.m. No short-wave radio transmitters shall be permitted to operate in the Condominium without special permissions of the Board of Trustees. Outside antenna are NOT permitted.
16. Power tools shall not be used between 7 P.M. and 8 A.M. of the following day.
17. No resident will continue to operate an externally audible alarm system, which malfunctions, emits false alarms and disturbs the peace of the Condominium.
18. No window air conditioners or fans are permitted. All Unit Owners shall be prohibited from installing, placing, constructing, or otherwise using any window air conditioners or window fans in their Units.
19. 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 Exterior. All current window treatments not complying, must comply upon replacement. No temporary window coverings shall be allowed.
20. No sign of any nature shall be maintained in the interior of any building or dwelling unit which is visible from the exterior of any such building or dwelling unit, except a "For Sale" or "For Rent" signs which can only be displayed in one window on the second floor. "For Sale" or "For Rent" signs are not permitted to be displayed on any common or limited common elements.
21. Patios may not be used for storage of items; the only permitted items to be kept on the patios are patio furniture, electric grills, potted plants. Bicycles and small children's wagons or wheeled toys are permitted if they are covered.
22. Exterior Decorations will be permitted for recognized holidays only. Decorations will only be permitted two (2) weeks prior to a Holiday and can remain for two (2) weeks after the Holiday. No items can be placed outside mulch beds in the grass during grass cutting season (April – October). No flags larger than 12.5" x 18" will be permitted to be used as decorations unless specified in adopted Flag Resolution. All flags 12.5" x 18" can only be displayed if they follow the decoration guidelines as prescribed in this rule. **No flags 12.5" x 18" are permitted except to decorate for recognized holidays.**
23. A unit owner and/or resident may fly or display the American Flag upon a pole attached by bracket to the front door trim. The Flag may be no larger than 2' by 3' in dimension and may not interfere with any other unit owner's enjoyment of their own unit. Any unit who elects to install a bracket must restore the trim, when the bracket is removed. This Rule applies only to the American Flag and no other flag or banner of any kind can be displayed. All unit owners who elect to display the Flag must do so in compliance with the Federal Flag

Code codified at 4 U.S.C. 1 *et. Seq.*

24. Election signs may only be displayed thirty (30) days prior to the election that the sign relates to and must be removed no later than seven (7) days after that election. Only one political sign may be placed in any one unit, the sign may not be more than three feet square and may only be placed in a downstairs window or on the exterior of the entrance doorway. No political sign may contain any discriminatory, offensive or coarse language. The determination of whether a sign meets these standards shall be in the sole discretion of the Board. In the event an Owner or Resident places a sign or signs, that violates the provisions of this resolution, then that Owner or Resident shall be instructed to remove the sign(s) within 48 hours of the notice to remove. If the Owner or Resident fails to comply with the instructions to remove the offending sign(s), fines may be imposed against the Owner. Each day the Owner or Resident fails to comply with the written instructions from the Association shall be considered a separate violation.
25. Flowers may be planted in the Common areas; however, they cannot be higher than 18 inches when full grown. Weeding of these plants will be the responsibility of the homeowner.
26. Residents are not permitted to feed wildlife or feral animals, including but not limited to squirrels, geese, birds' wild cats/dogs etc. Food, water bowls or feeders or any type are prohibited outside of any unit.
27. No Unit Owner or occupant shall burn, chop, or cut anything on, over or above the Common Elements.
28. Washing or airing lines are NOT permitted in the open. Blankets, pillows, towels, linens or wearing apparel shall NOT be aired in the open. The owner and occupant of each unit regardless of type, shall not cause or permit any clothes, clothes poles, lines, or clothes trees to be installed or maintained, nor shall any sheets, blankets, or laundry of any kind or other articles to be hung out to dry outside of any unit or displayed on the outside of windows or placed on the outside windowsills, limited common elements or common elements.

### **PERSONAL CONDUCT**

29. 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.
30. Harassment of fellow residents based on race, religion, nationality, gender, sexual orientation, handicap, or any protected class is strictly forbidden. Use of a racial epithet to a resident of a different race is presumptively considered to be harassment.
31. 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,

32. 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.
33. 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.
34. All residents and owners shall not obstruct, instruct, interfere with, or make any requests for services from a contractor retained by the Association.
35. 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.

### **PARKING**

36. As a condition of using the Association's parking areas (i.e., common property), each unit owner shall register with the Association's Management Office each automobile owned, leased, rented or otherwise used by the unit owner. Once the automobile is registered with the Manager, a parking permit will be issued which must be displayed in the vehicle to be visible from the outside. If a vehicle is parked in the Association's numbered parking spots / areas overnight without displaying an official Essex Place parking permit, it will be considered in violation of the Essex Place parking rules and subject to tagging and towing at the owner's expense at the Board's discretion. If a unit owner fails to so register his or her automobile within seven (7) days of acquiring the vehicle, that unit owner is subject to a \$50.00 fine for each violation. Each day the vehicle is parked in the Association's parking area without displaying a valid parking permit will be considered a separate violation. Vehicles with or without parking permits may be parked in visitor marked areas for no more than 48 hours. Vehicles parked in visitor spots for longer than 48 hours without proper notice to the management office shall be ticketed and towed at the owner's expense at the Board's discretion.
37. Only passenger vehicles such as standard automobiles, SUV's, minivans with windows and passenger seating for at least five (5) but not more than eight (8), pickup trucks which are no longer than 20ft and not used to transport tools or for other commercial use, and on the road motorcycles may be parked on Association property. No recreational vehicles, off road vehicles, whether trailered or not, campers, house trailers, motor homes, or boats & boat trailers may be parked or stored on the Association property. All vehicles must be registered, inspected, and must display a valid license plate. Any vehicle not registered or not displaying a valid license plate shall be subject to towing.
38. No commercial vehicles may be parked or stored on the condominium property, unless said vehicle is temporarily parked while the driver performs services in the ordinary course of business to a unit or the association's common elements. For purpose of this paragraph, a

commercial vehicle is any vehicle with a commercial registration and/or tags, commercial lettering, painting, or advertisement use to identify a business of any kind, a ladder rack or other physical modifications to the vehicle to accommodate commercial use such as a tool rack of any kind.

39. All unit owners or tenants will be provided with one designated parking space (i.e., numbered). All vehicles must park in assigned designated spaces and between the lines. Additional parking (i.e., visitor) for a second vehicle will be provided for unit owners or tenants as well as for visitors.
40. Parking lines must be observed, as must all rules, regulations, and laws regarding the parking and operation of vehicles. No vehicle may block any sidewalk or pedestrian walkway.
41. The speed limit in the Condominium is 15 MPH and all STOP signs at intersections must be observed.
42. Bicycles 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. Children's bicycles are permitted to be ridden on sidewalks.
43. Residents will refrain from performing any repair or service to their vehicles that could cause damage to Condominium Property. During the snow removal season, owners must cooperate with equipment operators by moving their vehicles when necessary.
44. No vehicle, equipment or machine may be operated within the community 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 lawn and maintenance equipment.
45. In the event a vehicle is parked within 10 feet of a fire hydrant or in a "No Parking" zone, is impeding a snowplow or is obstructing access, or if the owner cannot be located, refuses or fails to move the vehicle, then in that event the Association is authorized to have the car towed to a common parking area at the owner's expense.

## **TRASH**

46. Trash and/or trash cans receptacles such as metal or plastic trash cans or bags shall NOT be permitted to stand along the outside wall of any building. Trash shall be placed in tied bags and

deposited in the TRASH DUMPSTER ONLY. Any trash found in recycling dumpsters will result in fines being placed upon the unit owner.

47. All recycling must be disposed of in the RECYCLING DUMPSTER ONLY. All cardboard boxes must be broken down and no recycling can be placed in plastic trash bags placed in recycling dumpsters.
48. Unit owners must have contractors doing work on units remove construction debris off site. Placing construction debris in community dumpsters is not permitted.
49. Removal of bulk items (i.e., furniture, appliances, mattresses, etc.) must be arranged in advance. The unit owner must notify the Management Company to request special pickup. The unit owner is responsible to place the bulk items next to the dumpster.
50. Burning of papers or rubbish of any kind is NOT permitted.
51. No portion of the Common Elements or other portion of the Condominium shall be used or maintained for the dumping of rubbish or debris except in designated areas. Trash, garbage, or other waste shall be kept in sanitary containers within the Condominium for weekly or more frequent collections.

### **MAINTAINING A PET**

52. All pets that will be taken outside the Owner's Home on any occasion must be registered with the Association.
53. All animals (all dogs, cats and any other animals that are permitted out of the residence whether they are leashed or not) must be registered yearly with the management office of the Association. A registration form will be provided to all residents by mail from the Association's property manager. All residents who own animals must complete the form and return it to the property manager along with a \$50.00 fee per dog and a \$5.00 fee per cat or any other animal. Failure to timely register a pet and pay the registration fee will result in a fine of up to \$100.00 per occurrence. If a resident acquires a new animal during the year, a new registration form must be completed and filed, along with the \$50.00 registration fee per dog and a \$5.00 fee per cat or other animal, within thirty (30) days of acquiring the dog, cat, or other animal.
54. No pet shall be permitted to run at large or to roam without a leash on any lands other than its owner's patio. Leashes must be no longer than 6ft per the Mt Laurel Township Ordinance.
55. Pets must be walked in the designated pet walking areas within the community. The designated



areas are located next to the 1500 building on Coventry Way in front of the gazebo area on Coventry Way (strip of land between sidewalk and street only) and on Essex Lane by the dumpsters.

56. Pet(s) (all dogs, cats, any other animals that are permitted out of the resident) must be accompanied by the pet owner or designee. Pet(s) are not permitted to be tied or left on porches or patios unattended.
57. Pet owners are required to pick up after their pets.
58. Anyone observing any infraction or any of these rules shall discuss the infraction in a neighborly manner with the pet owner to obtain voluntary compliance. An owner or resident shall, if the complaint is not satisfied voluntarily, write to the Association relating the incident or incidents and the efforts made to obtain voluntary compliance.
59. An animal of any kind may be kept only as a domestic pet. It cannot be used for any commercial purpose including, but not limited to, breeding for sale, research, or experimentation. No animals or reptiles of any kind shall be bred for profit in any Unit or anywhere else in the Condominium.
60. If any pet, without provocation, causes or creates a nuisance, or unreasonable disturbance or noise, the pet owner shall correct the problem immediately.

## **INSURANCE**

61. Each unit owner is responsible for purchasing and maintaining standard homeowner's insurance coverage (for example, an HO6 policy). Such coverage shall be sufficient to cover all contents and upgrades, as well as general liability.
62. The Association shall be responsible for payment of the Association's policy deductible arising from any loss resulting as damage to the exterior components of the residential units and common areas for which the Association would otherwise be responsible for the care, maintenance, repair and/or replacement of, provided however, that in the event any such loss is caused in whole or in part by any action or omission, negligence or reckless disregard of a unit, building or common area property by a unit owner, anyone domiciled in the owner's unit, or anyone visiting the owner's unit, the Board of Directors may assess the cost of the deductible directly to said unit owner.
63. Any payment for the Association's policy deductible which may be due pursuant to a claim made against the Directors and Officers liability insurance policy for any act or omission by a Director or Officer shall be paid by the Association unless a determination is made that said act or omission was ultra vires or without the authorization of the Board, By-laws, Master Deed or Public

Offering Statement and of such nature as to expose the Association to the underlying liability for the claim asserted, in which case the deductible shall be paid by the Director of Office responsible for the same.

64. Any deductible payment for damage to interior living units which are made pursuant to a claim against the Association's blanket insurance coverage shall be the responsibility of the individual unit owner unless the unit owner has put the Association on notice of a condition for which the Association is responsible for maintenance and/or repair prior to the occurrence of the interior unit damage and the Association fails to take the necessary remedial action or repair, which failure to act is directly causative of the damage. In that event, the Association, by simple majority vote of its Board of Directors, may assume responsibility for the payment of said deductible.

### **LEASING**

65. Each Homeowner shall be charged with the responsibility of directing his tenant, guest and invites to comply with the Association's Master Deed, By-Laws and these Rules and Regulations.
66. Except as hereafter provided, no Unit shall be leased by the Owners thereof (except a lender in possession of such Unit following a default in a first mortgage foreclosure proceeding or by any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as a rental for any period less than twelve (12) months. No Unit Owner may lease less than an entire Unit.
- (a) Other than the foregoing obligations, the Unit Owner shall have the right to lease same provided that said lease is in writing and made subject to all provisions of the Master Deed, the By-Laws of the Association, the Certificate of Incorporation and the Rules and Regulations and any other document promulgated by the Association, including the right of an amendment reserved to Developer herein and provided further than any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease and be grounds for termination and eviction.
  - (b) 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 and demand that the same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation is not remedied within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violations. Such action shall not be compromised or settled without the prior

written consent of the Association. 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, 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.

- (c) Each Unit Owner who rents his or her Unit shall provide proof that he or she has conformed to the requirements of Mt. Laurel Ordinance Chapter 121-1, which requires that a Unit Owner have the unit inspected every thirty-six (36) months, licensed and maintained in accordance with the Uniformed Property Maintenance Code. The Unit Owner must also provide proof of compliance with N.J.S.A. 46:8-28 and register the unit with Mt. Laurel as a rental unit.
- (d) All Leases must include the Addendum, a form of which may be obtained from the management company. Said Addendum obligates any potential tenant to follow the Rules and Regulations of the Association and makes the tenant liable for any fines assessed.
- (e) As a condition of leasing his or her unit, each unit owner must provide a copy of the written lease agreement to the Association's Management Office at or before tenancy begins. If a unit owner fails to timely provide a copy of the lease agreement, that unit owner is subject to a \$150.00 fine for each violation. Each day the tenancy continues without the lease agreement having been provided to the Management Office will be considered a separate violation.

### **Fine Schedules for Violations**

Failure to pick up Dog Waste and dispose of properly – per occurrence fine schedule

- |                     |       |
|---------------------|-------|
| a. First Violation  | \$75  |
| b. Second Violation | \$150 |
| c. Third Violation  | \$200 |
| d. Forth Violation  | \$500 |

All other violations as noted in adopted Rules & Regulations – *finest may be assessed either per occurrence or weekly depending on rule violation*

- |                   |                |
|-------------------|----------------|
| e. First Notice   | Warning Notice |
| f. Second Notice  | \$25.00        |
| g. Third Notice   | \$50.00        |
| h. Forth Notice   | \$75.00        |
| i. Fifth Notice   | \$100.00       |
| j. Sixth Notice   | \$125.00       |
| k. Seventh Notice | \$150.00       |

*Once violation fines accumulate to \$525, the unit will no longer have a parking space assigned to said unit. The assigned parking space will be removed and made into a visitor space in addition to all legal actions to be taken as per the Essex Place Condominium Association Collection Policy to bring the account current.*

ADOPTED:

BOARD OF DIRECTORS

ESSEX PLACE CONDOMINIUM ASSOCIATION

DATE: February 9, 2023

