

**SPRUCE HILLS CONDOMINIUM ASSOCIATION
(SHCA)**

RULES AND REGULATIONS

Welcome to the Community!

www.sprucehills.org

To ensure you have the current copy of this handbook, check
the web page or contact the SHCA Office.

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Welcome to Spruce Hills Condo Association

On behalf of the Spruce Hills Condominium Owner's Association (SHCA), welcome to your community. The Board of Trustees encourages you to become an active member of the Association and hopes you will find our community a pleasant and enjoyable place to live.

Spruce Hills Condominium Association is a development within the Borough of Glen Gardner, County of Hunterdon established under the laws of the State of New Jersey. As a homeowner of SHCA, you are automatically a member of Spruce Hills Condominium Owners Association.

This Unit Owner and Resident handbook is an official publication of SHCA and is designed to introduce residents to the Association and to provide a reference guide to the Association's rules and regulations.

Please visit the Spruce Hills website at www.sprucehills.org website for additional information and periodic.

Please note that this Handbook does not supersede or replace the Master Deed, the Bylaws or adopted Resolutions of the Association and if this handbook conflicts with any of these documents, those documents shall govern unless amended by the Board of Trustees.

All Residents are encouraged to become familiar with and abide by the laws of the State of New Jersey, the ordinances of the Borough of Glen Gardner along with the Governing Documents and Rules and Regulations of the Association.

All Off-Site Unit Owners are required to provide a copy of the Rules & Regulations to their Tenants.

Phone Directory

SPRUCE HILLS OFFICE	908/537-7515
NEW JERSEY STATE POLICE	911 (EMERGENCY) OR 908/689-3101
GLEN GARDNER FIRE COMPANY	911 (EMERGENCY) OR 908/537-2370
RESCUE SQUAD (HAMPTON).....	911 (EMERGENCY) OR 908/537-4959
GLEN GARDNER MUNICIPAL BUILDING	908/537-4748
GLEN GARDNER POST OFFICE.....	908/537-2813
GLEN GARDNER WATER DEPT.	908/537-4748
CLINTON PUBLIC SCHOOL.....	908/735-8512
VOORHEES HIGH SCHOOL.....	908/638-6116
ELIZABETHTOWN GAS	800/242-5830
REPORT A GAS LEAK	800/492-4009
JERSEY CENTRAL POWER & LIGHT – FIRST ENERGY	800/662-3115
COMCAST.....	877/973-1379
DIRECTV.....	800/531-5000
HUNTERDON COUNTY LIBRARY.....	908/730-6262
HUNTERDON MEDICAL CENTER	908/788-6100

Your Condominium Property

Unit Owners are responsible for maintaining and repairing the interior of their Units, which includes items such as windows, doors (all), heating, air conditioning, plumbing and electrical wiring systems. Items such as recreational facilities are the responsibility of the Association. A general rule of thumb to follow is anything that services a Unit exclusively is a Unit Owner’s responsibility to maintain.

Every Owner or co-Owner of a Unit within SHCA is a member of the Spruce Hills Condominium Association until such time that his/her Ownership of the dwelling ceases. The Association, through its elected Board of Trustees (Board), is the organization that has the overall responsibility for maintaining the SHCA Development.

A Unit Owner has certain rights and responsibilities. As a member of the Association you have the right to vote for the members of the Board of Trustees. You also have the right to run for the Board of Trustees at election time and to serve on the Association’s various committees and vote on decisions required by the Master Deed and Bylaws. This is your community. Take pride in your surroundings and as your schedule permits, do not hesitate to volunteer your services to the SHAC Community.

Property Management

The Association has an on-site Property Manager that handles the day-to-day management of Spruce Hills Condo Association.

These day-to-day operations include, but are not limited to:

1. **Physical Property Management:** Includes site walkthroughs, preventative maintenance recommendations, and supervision of all on-site work and coordination of contractors. All 24-hour emergencies are routed to the manager.
2. **Accounting and Financial Management:** includes payment of Association bills, collection of maintenance fees, referring delinquencies to the Association attorney for appropriate action, production of monthly reports, maintaining all books and records of the Association, budget preparation, cash flow analysis and cash management.
3. **Administrative Management:** Includes the daily business of management consisting of correspondence, processing resident concerns, work requests, phone call and email inquiries, record and file maintenance, report preparation, consulting services to the Board, clerical services, customer service and the administration of Board decisions and policies.
4. The property manager has been authorized by duly promulgated Resolution dated May 7, 2013 to execute property liens and payment plan agreements prepared by the Association's legal counsel.

See also: [Management Office](#)

Board of Trustees

The affairs of the Association are governed by the Board of Trustees composed of five (5) homeowners elected by the Association's members in accordance with the Bylaws. Trustees serve without compensation for a term of two (2) years, subject to re-election, to allow a maximum of continuity to Association operations, as well as the opportunity for the continuing insertion of new ideas and perspectives.

The regular meetings of the Board of Trustees are held at the Clubhouse located at 100 Spruce Hills Drive, on the third Tuesday of every month except for December when there is no meeting held. Open sessions of the meetings are open to all Unit Owners. Meeting notices are posted on the sandwich board, in the newsletters and the Associations website.

The members of the Board of Trustees shall hold office until their respective successor(s) have been elected by the Unit Owners at an annual meeting open to all Unit Owners.

If the office of any Trustee shall become vacant by reason of his/her death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Trustees, at a special meeting duly called for such purpose, shall choose a successor who shall hold office until the next annual meeting of the members and his/her re-election or the election of his/her successor at such meeting. The person so elected shall serve for the unexpired term in respect of which such vacancy occurred.

See also: *SHCA Bylaws, Article V, NEW JERSEY Revised Statutes: Title 45, Section 45:22A-45.2 or any successor provision: Executive board elections*

Association Operations

The Board manages the daily operations of the Association through a Property Manager and maintenance staff. The Property Mgr. is responsible to implement and follow the policies and rules implemented by the Board and contained within the Governing Documents along with the laws of the State of New Jersey and the ordinances of the Borough of Glen Gardner.

The Board establishes Association policy and rules, adopts the annual budget and approves all subcontractors performing work on site and various duties affecting the business of the Association.

The Board of Trustees has the power to levy fines against any Unit Owner(s) for violation(s) of any rule or regulation of the Condominium Association adopted by Resolution or for any covenants or restrictions contained in the governing documents, including the Master Deed or Bylaws.

See also: [Governing Documents](#) and [Alternative Dispute Resolution](#)

Management Office

Spruce Hills Condominium Association
100 Spruce Hills Drive (GPS Only)
P.O. Box 414
Glen Gardner, NJ 08826

email: pmanager@sprucehills.org
Office: 908/537-7515

The P.O. Box address must be used for all mailed correspondence.

Office Hours:	Monday	7:00 am to 3:30 pm
	Tuesday	2:00 pm to 8:00 pm (6pm on Board meeting nights)
	Wednesday	7:00 am to 3:30 pm
	Thursday	7:00 am to 3:30 pm
	Friday	7:00 am to 3:30 pm

SHCA Emergency Only: 800-879-7287

**** DO NOT USE FOR 911 EMERGENCY SERVICES: POLICE, FIRE AND MEDICAL EMERGENCIES****

Note: The emergency number **is not to be used for policy or rules infractions** or to report internal water leaks (water heater etc.). Interior damage or leaks are the Unit Owner's responsibility.

The SHCA emergency number is for serious emergency repairs or situations relating to Common Elements.

All such emergencies are routed through the Property Manager, and emergency contractors will be dispatched as availability and the situation dictates. The SHCA property manager can be reached through the emergency number 24 hours a day, seven days a week.

Calls should be made to the office during office hours.

Any policy or rules infractions that you may observe should be reported to the Property Manager via email.

Do Not call the emergency number for the following issues:

- Resident actions: Noise, aggression, rules infractions etc.
- Noises of an unknown source or cause.
- Dog related issues
- Motor Vehicle issues
- Internal Plumbing issues
- Electrical outages
- You are locked out of your Unit
- Landscaping or snow plowing issues

If you have any of these issues, **call 911**.

Committees

Committees are an integral part of an Association. They help advise the Board of Trustees and promote Unity and good will within the community. Contact the office for further information.

Association Committees include:

- Alternate Dispute Resolution Committee
- Nominating Committee
- Newsletter Committee
- Building Committee
- Rules and Regulations Committee

Common Elements

The "Condominium Act" (N.J.S.A. 46:8B-6) defines "Common Elements" in part;

"The right of any Unit Owner to the use of the Common Elements shall be a right in common with all other Unit Owners (except to the extent that the master deed provides for limited Common Elements) to use such Common Elements in accordance with the reasonable purposes for which they are intended without encroaching upon the lawful rights of the other Unit Owners."

All members of the Association therefore share a proportional interest in the SHCA property.

Condominiums consist of three separate elements; "Common Elements", "Limited Common Elements" and "Restricted Use Elements"

COMMON ELEMENTS

Sometimes referred to as "Common Area", definitions include:

"Common Elements" means: all appurtenances and facilities and other items set forth in which are not part of the Units nor are limited Common Elements. – *Condominium Act: N.J.S.A.46:8B-3 (d)*

"Common Elements" shall mean the general Common Elements and limited Common Elements as hereinafter defined. - *see Master Deed page 5, paragraph 2(f) "Definitions"*

"General Common Elements" as defined in the Master Deed shall mean all appurtenances and facilities and other items set forth in N.J.S.A. 46:8B-3(d) which are not part of the Units nor are limited Common Elements. - *Master Deed "Definitions", page 6, paragraph 2(m).*

This includes the following:

- All building exteriors and grounds
- Roadways, parking areas, sidewalks and exterior lighting
- Recreational facilities, storage buildings, Club House
- Wastewater Treatment facilities, water mains, etc.

Important Notes:

1. Individual Unit Ownership does not include decks, balconies or patios.
2. No items of personal property shall be stored on any portion of the Common Areas.
3. Residents may not alter Common Areas *in any way* without the written approval of the Association. Modifications to Common Areas can only be approved through an amendment to the Master Deed by way of a resolution duly approved by the Members of the Association.
4. Each Unit Owner is responsible for his or her minor children, their Guests and invitees as it relates to any rule concerning common area. Each violation by a minor child or his or her invitee shall render the Unit Owner fully liable for any and all fines levied hereunder.

The maintenance of the Common Elements is the responsibility of the Association. Modifications to them are governed by the Master Deed, Bylaws and the Condominium Act.

See also: [Prohibited Work](#), [Outdoor Planting](#)

LIMITED COMMON ELEMENTS

"**Limited Common Elements**" shall mean those Common Elements which are for the use of one or more specified Units to the exclusion of all other Units" – *Condominium Act: N.J.S.A.46:8B-3 (k)*

This includes all Patios, Decks, Balconies, entry stairways leading to Units and assigned parking spaces.

1. Unit Owners are responsible for the cleanliness of patios, decks and balconies, utilized solely by the Unit Owner.
2. Personal property stored on patios, decks and balconies is restricted to patio chairs & tables, electric grills, "Deck Box" (for chair cushions), plants containers and similar items.

If you do not have a garage for storage, you must make other off-site arrangements.

3. Storage Bins or a "Deck Box" may not exceed 60" L x 43"H x 36" D and must be elevated off the ground a minimum of (1) inch when used on decks.
4. Storage Sheds generally sold for storing garden equipment or for storage in yards are not allowed. Storage on Limited Common Elements is limited to "deck boxes".
5. Overnight sleeping is prohibited on Common or Limited Common Elements

Contact the Property Manager if you are unsure of a certain item.

Maintenance: Unit Owners are responsible for locks, painting and care and replacement of the entrance door, garage door, windows, sliding deck or patio doors; and the repair of all pipes, wires, ducts, cables, conduits, or for services and utilities serving only their particular Unit.

In certain instances where the Limited Common Elements are utilized by more than one Unit, the responsibility for the care of said Element may be that of the Association. Contact the Association if you are unsure of a certain item.

See also: [Prohibited Work](#), [Decks & Balconies](#), or [Patios](#)

REPAIRS TO COMMON ELEMENTS

Any repairs required to Common or Limited Common Elements, as a result of damage incurred to Common or Limited Common areas, whether by Owner, Tenant their Guests or pets, is governed by the Board of Trustees and where applicable, will be done at the Board's discretion, by a contractor and manner of their choosing, subject to evaluation of charging the costs incurred to the party causing or otherwise responsible for the damage. To that end, failure to notify the Property Mgr. of any damages known to have occurred or not following these requirements may result in a fine being assessed to the Unit Owner and all costs incurred to correct any such unapproved repairs, shall be subject to being charged to the responsible Unit Owner(s).

Any damage to adjoining Units will be adjudicated between the Unit Owners.

NO repairs are to be made by Owners / Tenants or their contractors to Common or Limited Common Elements.

PROHIBITED WORK

No Unit Owner or Tenant shall contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the Common Elements and Limited Common Elements or any additions thereto, except through the Association and its officers.

Exterior Alterations:

The NJ "Condominium Act" Title 46 – PROPERTY Section 46:8B-18 defines "Prohibited work" as it relates to Common Area;

"There shall be no material alteration of or substantial addition to the Common Elements except as authorized by the master deed."

Interior Alterations:

This category of work involves a change in the layout of interior space while other portions of the space remain without rearrangement.

§ 5:23-6.6 Alteration

Alteration is defined in the regulations as "the rearrangement of any space by the construction of walls or partitions, the addition or elimination of any door or window, the extension or rearrangement of any system, the installation of any additional equipment or fixtures, and any work which affects a primary structural component."

§ 5:23-6.4 Repairs – Defines what is not considered to be repair work

See also: The Uniform Construction Code (N.J.A.C. 5:23-6.4)

<https://www.state.New Jersey.us/dca/divisions/codes/codreg/ucc.html>

No Unit Owner or Tenant shall contract for or perform any interior alteration without prior written approval of the Association and its officers.

All interior alterations as defined in N.J.A.C. 5:23-6.6 requires the approval of the SHCA Board, a construction permit(s) from the appropriate code official(s) with a copy(s) provided to the SHCA Property Mgr.

Permits should not be issued by the New Jersey Department of Community Affairs (DCA) or any other pertinent regulatory body without advance written approval of the alteration by the Association.

See also: [Common Elements](#), [Contractors](#), [Repairs / Renovations / Alterations](#)

ACCESS TO UNITS

The Association shall have the irrevocable right, to be exercised by the Board of Trustees or its authorized agent, the Property Manager, to have access to each Unit from time to time during reasonable hours with advance notice as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to any Common Elements or to other Unit(s) within the Association.

Emergencies shall be deemed to include, but are not limited to water leaks, gas leaks and fire. Notice will be given to the Unit Owner/Occupant at all times practicable and in the event of an emergency, as soon as reasonably possible.

Ref: Condominium Act: Section 46:8B-15 (b)

ALCOHOLIC BEVERAGES

Alcoholic beverages are prohibited on all Common Area. Outside of a Unit, they are permitted on Decks and Patios only.

ANNUAL MEETING

The annual meeting of the Association Members (Unit Owners) is held for the election of members of the Board of Trustees.

Bylaws Article III, Section 9, defines a voting quorum at the annual meeting;

“Except as otherwise provided in these Bylaws, the presence in person or by proxy, at least one-third (1/3)¹ of the members of the Association shall constitute a quorum at any annual or special meeting of members. “

¹ *Amended in “Meeting Quorum Requirement Resolution: 5-24-95*

ATTICS

Some 2nd floor Units have an access panel into the attic space above. These access panels are not an original part of the Units and were installed as a means of inspection in the 1990’s by the Association. The attic space *is not* to be used by the Residents for storage of any kind.

BICYCLES & RECREATION ITEMS/CHILDREN’S TOYS

No storage of bicycles, recreational items, children’s toys and the like are permitted on, in or under; patios, decks, balconies, walkways, stairs, grass areas or sidewalks. *(all Common or Limited Common areas)*

CABLE TV SERVICE

Cable TV service is the responsibility of the Unit Owner/Resident. The cable wires are the responsibility of the Unit Owner from the termination of the main feed from the cable provider at the junction box on the building to the individual Units. The Association has no responsibility for cable services or wiring.

1. **Owners, Residents and contractors are restricted from running or attaching any coaxial or other cables to the exterior of buildings.**
2. **Owners, Residents and contractors are restricted from running any coaxial or other cables on Common Area without the prior written approval of the Association and its officers.**
3. **Additional lines for cable TV or satellite reception must be added or extended within the interior of a Unit.**
4. **All exterior cables that are currently in place may be required to be removed at a later time at the discretion of the Board.**

Any damage to building deemed to be caused by the activities of the Residents or contractors will be repaired by the Association at the Unit Owners expense.

See also: [Restricted Use Elements](#) and [Contractors](#)

CLUBHOUSE

The Clubhouse may only be rented by members of the Spruce Hills Condo Association, residents of Spruce Hills and/or people who provide progress which benefits the residents of Spruce Hills.

An application must be completed and submitted with any payments or deposits at the time of the reservation. Contact the office for further information.

CONCERNS

All concerns or problems relating to the operation of the Association or the rules herein should be reported, in writing, to the Board of Trustees in care of the Property Manager or brought to the Boards attention at the monthly Board meeting, generally held on the 3rd Tuesday of each month at 8:00 pm.

Note: Every verbal comment or conversation with the Property Mgr. or a member of the Board does not get reported to the Board. If you feel the issue you have concerns about is important to the Association, please follow the guidelines above.

The Board and Property Mgr. are limited in how they can address complaints between Residents or Owners. If you believe these rules and regulations are being violated in a manner that needs to be addressed, please call or email the office with specifics or attend a meeting of the Association.

Do not hesitate to call law enforcement for excessive noise complaints, threats, physical altercations or other matters unrelated to Association business.

CONTRACTORS

Disclaimer: Any Unit Owner or resident, entering into a contractual or business relationship for work to be performed, whether for a fee or other arrangement, with any member or employee of the Association; past or present Board member of the Association, does so of their own accord. Any work performed must comply with all of the governing documents and is not endorsed or warranted by the Association or the Board.

1. **All contractors must check-in at the office when entering the complex unless notified otherwise by the Property Mgr.** This requirement is to ensure any work being performed is within the scope of the Unit Owner's authority and that the Association's interests are protected and the disposal of items or debris is not impacting other Residents.

This includes but is not limited to contractors for; HVAC, plumbing, cable or satellite service providers, windows, exterior doors, flooring, and interior remodeling.

2. All contractors must be licensed if they are performing any work that may require a permit such as electrical, HVAC, plumbing or "Reconstruction" as defined in § 5:23-6.7 "Reconstruction Work" and provide proof upon request.
3. All contractors must be insured and provide proof upon request.
4. Except for emergencies, no work by a contractor shall occur during any of the following time frames unless approved in advance by the Property Mgr. ;
 - a. Saturdays and Sundays
 - b. Observed major national holidays (e.g., Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas and other nationally recognized holidays as may be determined from time-to-time by the Board of the Association)
 - c. After normal business hours (i.e., 7:00 a.m. to 4:00 p.m.), Monday through Friday of each calendar week.
5. The Property Mgr. may refuse entry to any contractor deemed by the Board to be detrimental to the Association's interests due to past workmanship or refusal to abide by the limitations of a Unit Owners authority.

Failure to follow these requirements may result in a fine.

6. Any damages incurred to Common or Limited Common areas by a contractor will be the responsibility of the Association to have repaired or replaced, at their discretion, by a contractor and manner of their choosing. **All costs incurred by the Association to repair damages will be charged back to the Unit Owner(s).**
7. Any damages to adjoining Units will be adjudicated between the Unit Owners.
8. Failure to notify the Property Mgr. of any damages by a contractor may result in a fine against the Unit Owner(s). Inspections may occur.

Contact the office if you are aware of any damages to Common or Limited Common areas by a contractor that the Association should be aware of so that it may be addressed timely. (continued)

Permits must be obtained where applicable, including but not limited to; water heater replacement, furnace replacement, A/C Unit, electrical work or alterations or renovations. Permits must be obtained by either the contractor or Unit Owner and a copy of the permit provided to the office for the Association records.

Permits must be obtained at:

NJ Department of Community Affairs
171 NJ-173 #101
Asbury, NJ 08802
908-713-0722

See also: [Repairs to Common Elements](#), [Repairs / Renovations / Alterations](#)

DECKS & BALCONIES

Decks and balconies are Limited Common Elements and as such are not the Unit Owner's property. They must be kept in a clean and neat manner by the Unit Owners and Resident and other Guests and otherwise properly maintained by the Unit Owner. Nothing may be placed upon or caused to negatively impact the condition of the deck or balcony or be stored on or over the deck which would accelerate the need to pressure wash or make repairs to the decks or balconies or possibly cause injury or damage to person or property.

Decks are on the living room (rear) of the Units, Balconies are over the parking lots, alcoves or ends of buildings

Pets on:

1. Pets are not allowed to relieve themselves on decks or balconies at any time and no mats/pads/rugs of any kind may be used, whether purposefully or not for such purpose.
Fines may be issued if the Property Mgr. is notified of such activity by 1st floor Residents.
2. Pets are not allowed to roam free or be tethered while on decks or balconies.

See also: [Pets](#)

Plants on:

1. For the safety of others, flower pots are not allowed on railings unless they are specifically designed for that purpose and must sit over the railing, not set on top of it.
2. Residents with decks may not water or maintain plants to the detriment of the Residents living below.

Fines may be issued if the Property Mgr. is notified of such activity by 1st floor Residents.

3. Every pot must have a catchment tray under it to contain periodic watering.
4. Quantities of plants may be restricted at the discretion of the Board.

See also: [Outdoor Planting](#)

Storage on:

1. Suitable furnishings for use on decks are umbrellas, tables, chairs, potted plantings (consistent with guidelines above) or grills (consistent with grill guidelines).
2. Balconies may not be used for storage of anything including; bicycles, toys or other recreation items.
3. All items should be of a size appropriate to space provided, well maintained and *in no way obstruct egress from the Unit*.
4. Except as otherwise permitted herein, at no time should any part of a deck be used as a storage area. If additional storage is needed, you must make alternate offsite arrangements.
5. Umbrellas are to be kept in the closed position when not in use.
6. Storage containers are limited to "Deck Boxes" and may NOT exceed 60" W x 43" H x 36" D and must be elevated off the ground a minimum of (1) inch when used on decks.

Other Guidelines:

1. Any damage to decks, balconies or buildings deemed to be caused by the activities of the Residents; the Resident's cat(s) or dog(s) or their activities will be repaired by the Association at the Unit Owner's expense.
2. Residents may not empty any containers (including water) or throw other items off of decks or balconies. There are other Residents to consider!

If the Property Mgr. is notified of any such occurrence that requires cleanup by the maintenance staff, the associated labor costs will be charged back to the offending Unit Owner.

3. Residents may not hang items of any kind from railings, decks, balconies, windows from the facades of any building or displayed in any way on common property.
4. No surface coatings (deck paints or sealers) may be applied to any part of decks or balconies without prior approval of the Board.
5. Deck lights and electrical outlets are the Unit Owner's responsibility.

See Also: [Pets](#), [Limited Common Elements](#), [Feeding Wildlife](#), [Flags](#),
[Outdoors Planting & Decorating](#), [Prohibited Work](#), [Repairs to Common Elements](#),

DOG RUN

- 1) The Dog Run area will be open to members of Spruce Hills Condominium Association in good standing from dawn to dusk daily for Dogs displaying a valid license and current vaccination tag.
- 2) The Association adopted by Resolution dated January 18, 2011 guidelines on operation of the Dog Run, currently imposing a \$10.00 yearly fee for its use. All funds will be used for the maintenance and/or repairs to the Dog Run. The lock will be replaced every February 1st and annually thereafter. A new key will be supplied to all who wish to use the Dog Run upon furnishing proper licensing with the Borough of Glen Gardner, proof of vaccinations and payment of the annual fee.
- 3) Children under the age of sixteen (16) years of age are not permitted within the Dog Run enclosure without adult supervision.

- 4) The Dog Run use is limited to five (5) dogs at one time. Please limit use to 30 minutes when there are other Residents waiting.
- 5) Dogs showing unacceptable behavior towards people or other dogs must be leashed and immediately removed from the Dog Run enclosure.
- 6) Rawhide and other dog food products along with food for human consumption, are prohibited. Bottled water is allowed.
- 7) Members must properly secure the access gates and maintain their dog on a leash when entering and leaving the dog run enclosure.
- 8) Members must clean up after their dog.
- 9) Upon the first violation, notice to cease will be provided to the member in violation. A fine will be issued in the event a second violation occurs. Violations may be observed by the Property Manager, Maintenance staff or by written complaint by a witnessing member of SHCA or State or Municipal authority.

Hunterdon County also has an "OFF-LEASH DOG AREA" located in Flemington. Additional information can be found here: <http://www.co.hunterdon.New Jersey.us/depts/parks/guides/offleasharea.htm>

The brochure can be found here:

<http://www.co.hunterdon.NewJersey.us/depts/parks/guides/Dog%20Park.pdf>

See also: [Pets](#)

DOORS

The replacement or repair of all doors (entry, garage, balcony or patio) is the responsibility of the Unit Owner. All replacements must be done in the same style, size and color as the existing, unless directed or approved by the Board or the members of the Association through a resolution.

DRYER VENTS

All Unit Owners are required to have the dryer vent inspected and cleaned, in accordance with NEW JERSEY State Law, every even numbered year by a qualified Inspector.

1. The Owners of each Unit in the Association is required to have their dryer vent inspected, cleaned and upgraded, as necessary, by a certified contractor and have a copy of the inspection certificate in the Association office *by the close of business on September 30*, of the *even* numbered years. Even if the cleaning of the dryer vent is done prior to that date, the fine will still be assessed if a copy of the certificate is not received by September 30th. No exceptions.

Any Unit Owner found in violation of this policy will be subject to a fine.

OWNERS HAVE (9) MONTHS TO COMPLETE THE REQUIRED INSPECTION – DO NOT WAIT UNTIL SEPTEMBER 30TH!

2. The dryer inspection, cleaning and repairs if necessary; shall be performed by a qualified inspector. If it is determined that the dryer vent is not in need of cleaning, upgrading or repairs, it shall be the responsibility of the Unit Owner to submit to the Association office a certificate of the inspection stating that the dryer vent *is not* in need of cleaning, repairs or upgrading.
3. It is the Unit Owner's responsibility to provide the certificate of inspection, not the contractor or Tenant.

EMERGENCIES (911)

In the event of an emergency, Residents should first contact the necessary fire, police or medical personnel by calling 911.

When calling emergency services, (i.e. Police, Fire), please state your building number first, then your address.

If the emergency affects the safety or structure of your Unit, another Unit or the Common Elements, notify the Property Manager also.

EMOTIONAL SUPPORT ANIMALS

Although Service and Assistance animals are working animals and not pets, Unit Owners and Tenants are not exempt from complying with the licensing and registration requirements and the rules outlined in the "Pets" section of this rule book.

See also: [Pets](#)

ENTRYWAYS

The entryways are "Limited Common Elements" area and as such are restricted to the use of the residents served by those entryways.

The NJ Fire Code prohibits the storage or placement of items of any kind on entryway stairs or landings. Salt buckets and medical walkers are permitted but are restricted to the left side of the first set of stairs.

- Nothing may be left on entryway landings
- Smoking or vaping is not allowed on stairways or landings
- No containers of any kind for cigarette or cigars butts may be kept in entryways
- Cigarettes or cigars are not to be extinguished on siding, stairways, landings, sidewalks or building foundations

EXTERIOR AREAS

The exterior areas of buildings are either Common or Limited Common areas. See those sections for information or one of the items below.

See also: [Common Area](#), [Limited Common](#), [Decks & Balconies](#), and [Patios](#)

FEEDING OF BIRDS & WILDLIFE

Due to continuing problems with rodents and other undesirable animals around the property the feeding of wildlife, including birds is no longer permitted. (continued)

- All birdfeeders, including suet feeders, are prohibited with the exception of hummingbird feeders.
- No birdseed or other food material may be tossed on the ground, decks or balconies.
- No feeding of feral cats.

FENCES

Temporary or permanent privacy fences including similar items such as lattice work are not permitted on Limited Common Elements (decks, patios, balconies) or on Common Elements.

FINES

ARTICLE XVIII - ENFORCEMENT OF ASSOCIATION BYLAWS, RULES AND REGULATIONS

In order to secure compliance with the governing documents, rules and regulations of the Association the Board of Trustees is empowered to impose sanctions including but not limited to fines against offending Unit Owners. Fines shall be subject to imposition and subject to collection as any other assessment or fee as reserved in the Association governing documents or by law.

The Association has adopted a schedule of fines and penalties by formal Resolution, most recently updated in 2018. This summary annexed to these Rules and Regulations as Schedule A.

Note that it is reserved in the governing documents that failure to pay any fine within five (5) days after imposition can constitute a separate offense.

See also: [Parking and Vehicle Rules](#)

FIREPLACES AND FIREWOOD

All Unit Owners with fireplaces are required to have the chimney inspected and cleaned, in accordance with NJ State Law every *odd* numbered year by a qualified Inspector.

1. The chimney inspection, cleaning and repairs, if necessary, shall be performed by a qualified inspector. Unit Owners are required to provide a copy of the inspection certificate to the Property Manager *by the close of business on September 30*, of the *odd* numbered years. Even if the cleaning of the chimney is done prior to that date, a fine will still be assessed if a copy of the certificate is not received by September 30th by the Property Manager.
2. If it is determined that the chimney is not in need of cleaning, upgrading or repairs it shall be the responsibility of the Unit Owner to submit to the Association office a certificate of the inspection stating that the chimney *is not* in need of cleaning, repairs, or upgrading.

Any Unit Owner found in violation of this policy will be subject to a fine.

OWNERS HAVE (9) MONTHS TO COMPLETE THE REQUIRED INSPECTION – DO NOT WAIT UNTIL SEPTEMBER 30TH!

3. All firewood must be stored on patios or balcony decks, in limited quantities specified below, *not on common areas*.

4. Firewood storage on patio or decks is limited to 280 pounds of wood which is equivalent to 9 cubic feet (i.e. 1.5 ft. W by 2 ft. H by 3 ft. in length) or equivalent in a firewood metal hoop or frame, which must be elevated off the deck/patio to enable air circulation.
5. A plastic storage cabinet may be used only if it does not exceed 9 cubic feet in total capacity and with a maximum height of 3 ft.
6. The costs to repair any damages to decks or any other common areas resulting from the storage of firewood will be assessed to the Unit Owner and will be performed by a contractor at the discretion of the Board, not the Unit Owner, in consideration of health, safety and welfare issues of an emergent nature.
7. Where applicable, the use of fireplaces and the storage of firewood shall comply with the N.J. Uniform Fire Code in addition to the restrictions herein.

FIREWORKS

Fireworks of any kind are prohibited whether or not legal in the State of New Jersey.

FLAGS

The display of flags is limited to the United States Flag and U.S Armed forces flags. Flags may be displayed one week prior to and one week after Memorial Day, July 4th and Veterans Day holidays.

Flag holders or brackets may not be attached in any manner to building exteriors.

FLAMMABLE SUBSTANCES

All Unit Owners shall comply with all federal, state or local regulations or ordinances involving propane tanks or diesel/gasoline motors located in or near a Unit. This includes all flammable substances.

1. No propane or similar tanks or internal combustion engines shall be kept, maintained or used in or near a Unit in violation of federal, state, municipal or other regulations.
2. This rule/regulation may be enforced by the Association to the fullest extent permitted by law, including, but not limited to the imposition of fines, which may, as authorized, be separately levied for each day in which a violation persists, the suspension of membership privileges, including pool passes, and such other means of enforcement as may be available to the Association.
3. If the condominium property is inspected by the state or municipal fire inspector or the housing authority, and such inspection results in a fine against the Association as a result of a propane tank or diesel/gasoline motor kept, maintained or used in violation of applicable state or local regulations, or ordinances, such fine shall be passed through by the Association to the offending Unit Owner, and such fine shall be collectible by the Association from the offending Unit Owner in the same manner as any common expense assessment or other amount lawfully due the Association.

GARAGES / GARAGE DOORS

Garages are restricted to vehicle parking or storage of personal items and may not be sublet.

Garage Doors are the property of the Unit Owner and they must be maintained in a reasonable condition.

Unit Owners must replace their garage door, door opener and/or weather stripping if necessary. When necessary, all garage doors must be replaced using the make, style, color and/or and model designated by the Board. *(continued)*

1. All garage doors must be closed at all times except when in immediate use. If the opening/closing mechanism is not functioning, notify the office of the condition and schedule the necessary repairs with your contractor of choice.
2. The Board reserves the right to inspect all garage doors and notify Unit Owners of the need to repaint, repair or replace as necessary.
3. Garage doors must be maintained and repaired as needed so that it is consistent aesthetically with the standards set by the Board.
4. The cost of repainting, repairing or replacing garage doors shall be at the expense of the Unit Owner.
5. The Association may require replacement of the door if the condition is deemed, in their judgement, beyond repair and shall be done in a manner to conform to the color approved by the Board and/or if replaced, it must be consistent in all respects with the replacement doors approved by the Board.

Contact the management office for the specific color, replacement or other information.

6. If any Unit Owner fails to comply with these requirements, or any notice from the Association to maintain, repair or repaint their garage door, the Association may impose a fine upon the Unit Owner until the garage door is brought to standards or otherwise into compliance.
7. No garage may be partitioned or subdivided for any purpose or converted to habitable space, except as permitted by applicable law, the Master Deed, and upon the prior written approval of the Board of Trustees, all subject to the Master Deed.

GARAGE SALES

Individual garage sales are permitted by Unit Owners as long as the contents in the sale remain in the assigned parking space. The Board, at its discretion, may approve a community-wide garage sale from time-to-time.

GARDEN HOSES

No garden hoses may be stored or otherwise left outside.

GENERATORS

Generators, of all types, are not permitted on Association property unless otherwise approved herein. A fine may be levied for any violation. *(continued)*

1. All Unit Owners shall comply with all state or local regulations or ordinances involving generators.

2. No diesel and gasoline generators shall be kept, maintained or used on a deck, balcony or patio or within five (5) feet of an exterior building wall as per New Jersey Uniform Fire Code. (SHCA does not permit their storage or use on Common Area without Board approval)
3. Generators for Medically Required Devices:
 - a. The use of a personal generator may be operated for certain medical devices only with the prior approval of the Board of Trustees.
 - b. Approval is subject to acceptable medical documentation and must be renewed annually.
 - c. Any authorized temporary use or storage of a generator must comply with the New Jersey Uniform Fire Code and any other requirements established by the State of New Jersey.
 - d. Approved generators must be stored in a garage or off-site until loss of power occurs or is imminent.
 - e. Board Approved generators are limited in size to adequately power the medically required device only.
4. Appropriate electrical preparations such as disconnect switches or an outside connection for limited interior uses must be approved in conjunction with a permit from the code official at NJ DCA. Copies of any permits required must be provided to the office.
5. If the use of a generator is approved by the Board, the Residents of any buildings adjacent to the Unit with the approved use will be notified of such approval by the Property Manager.
6. The rule and regulation may be enforced by the Association to the full extent permitted by law, including, but not limited to the imposition of fines, which may, as authorized, be separately levied for each day in which a violation persists, the suspension of membership privileges, including pool passes, and such other means of enforcement as may be available to the Association.
7. If the condominium property is inspected by the state or municipal fire inspector, and such inspection results in a fine against the Association as a result of a generator kept, maintained or used in violation of applicable state or local regulations, or ordinances, such fine shall be passed though by the Association to the offending Unit Owner, and such fine shall be collectible by the Association from the offending Unit Owner in the same manner as any common expense assessment or other amount lawfully due the Association

“GOOD STANDING”

The Association has previously adopted a policy suspending certain membership privileges upon the occurrence of a delinquency, including voting privileges, parking and recreational privileges, i.e., the use of the swimming pool; and tennis court. - *Ref: Policy Resolution 005-98*

An Association member is in “good standing” when they are current on the payment of common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed. An Association member is not in good standing if the Association member has failed to satisfy a judgment for common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed. An Association member is in good standing if he/she is in full compliance with a settlement agreement. - *Ref: NJ Rev Stat § 45:22A-23(r)*

GOVERNING DOCUMENTS

It is important that all Unit Owners have a copy of the Master Deed and Bylaws for Spruce Hills Condo Association. Please read them carefully as you are required to abide by the contents therein. All Unit Owners should have received a copy of these documents from their attorney or the previous Unit Owner when they closed on their Unit.

Additional hard copies of the documents are available from the Property Manager. There may be a fee to cover the cost of reproduction.

These Rules and Regulations are also part of your governing documents and may be amended from time-to-time by the Board or the members of the Association.

The following Governing Documents and laws govern the Association and must be complied with:

- Master Deed
- Bylaws and Resolutions
- The “Condominium Act” - Title 46 8B: [NJSA 46:8B-1](#)
- Planned Real Estate Development Full Disclosure Act (PREDFDA): [N.J.A.C. 5:26](#)
- PREDFDA Amendment – Public Law Chapter 106 July 2017: § 45:22A-1
- New Jersey Nonprofit Corporation Act: [NJSA 15:1](#)
- Dept. of Community Affairs (DCA): <https://www.state.NJ.us/dca/>
- Dept. of Community Affairs (DCA): [NJ Administrative Codes and Statutes Annotated](#)
- New Jersey Uniform Fire Code: N.J.A.C. 5:70
- New Jersey Housing Code: [N.J.A.C. 5:28](#)
- Borough of Glen Gardner Municipal Codes: <https://ecode360.com/GL1524>
- New Jersey Title 39 - Motor Vehicles and Traffic Regulation: [NJSA 39:5A-1](#)
- New Jersey Recreational Bathing Law

*Note: New Jersey Administrative Codes (NEW JERSEYAC)
New Jersey Statutes Annotated (NEW JERSEYSA)*

.....and all other applicable New Jersey State Laws.

GRILLS

The Borough of Glen Gardner follows the N.J. Uniform Fire Code, N.J.A.C 5:70-3.1(a), F-402. In addition, State laws regulate liquid propane gas grills and open fires in condominium communities.

Propane gas grills and open fires including charcoal grills, fire places, fire pits, chimineas, Tiki torches, smokers or any other type of open flames or open burning on the premises are prohibited.

Therefore, in consideration of the limitations by rules, regulations, ordinances, laws and other standards, the Association **cannot** allow any liquid propane gas grills and open fires on or within SHCA with the exception of electric grills.

1. All electric grills must be kept in a safe and operable condition, and when in use must be operated as far away from the building exterior as possible. When stored, the grills must be cool when placed near the building. Storage of grills on Common Area is prohibited.

2. Any damage done to the building as a result of using grills will result in the offending party paying for any repairs deemed necessary and will be performed by a contractor at the discretion of the Board, not the Unit Owner, with all charges subject to imposition against the offending Unit Owner and subject to collection as any other assessment or fee as reserved in the Association governing documents or by law. Grills are never to be left unattended.

Any Resident found not following fire code may result in an immediate fine without a warning.

GUESTS / RESIDENT GUESTS

Guest:

A "Guest" is defined as a person or persons, welcomed by a Unit Owner or Resident for the purpose of visiting the resident's Unit without the intent of remaining over a specified amount of time. As an "invitee," a Guest has no other rights to the premises.

Resident Guest

A "Resident Guest" is defined as a person or persons, welcomed by a Resident for the purpose of a shared living arrangement. They are neither a Unit Owner nor Tenant and are obligated to comply with all rules herein.

Unit Owners and Resident or other Guests are fully responsible for the conduct and actions of their guests including obeying all rules that govern the Association. It is the Unit Owner's responsibility to familiarize their Resident and other Guests with the rules of the Association.

Parking:

1. Guests may only park in one of the visitor parking spaces.
2. A Resident Guest may park in the assigned parking spaces for their Unit.
3. Guests must register their vehicle in the office if any of the following apply:
 - Visits of two (2) or more days out of a week, whether or not consecutive.
 - Visits of twice a month or more frequently.
 - Visits for more than fourteen (14) days, whether or not consecutive, out of the year.
4. Parking a non-registered car in a parking space assigned to Unit Owners/Tenants may result in a fine to the Unit Owner of the Guest.

Occupancy:

Residents must consult with the Property Manager if any of the following apply:

- Visits of two (2) or more days out of a week, whether or not consecutive.
- Visits of twice a month or more frequently.
- Visits for more than fourteen (14) days, whether or not consecutive, out of the year.

For this purpose, a day is defined as (4) hours in any 24 hour period. Any Guest exceeding the frequency or duration must follow the occupancy and vehicle registration requirements of the Association.

No Resident may attempt to circumvent the occupancy or vehicle limitation policies of the Association by registering their vehicle as one used by a "guest".

See Also: [Parking & Vehicle Rules](#), [Occupancy](#), [Information Forms](#)

HOLIDAY DECORATION GUIDELINES

A non-seasonal wreath, spray, or similar decoration may be displayed on front doors. They must be maintained in good repair and immediately removed upon request to facilitate maintenance or painting.

Residents may display holiday decorations during appropriate times only.

1. Winter holiday decorations, including light strings, may be displayed from Thanksgiving through January 15th only.
2. All other holiday decorations may be displayed for a three-week period, two-weeks prior and one-week after the holiday.

Decorations are allowed on interior windows, front doors, deck and balcony railings, but not along walkways or on any grounds (lawns). Nothing may be permanently affixed.

Do not use nails, staples or other penetrating types of fasteners into any siding, trim, railings, nor any tree or shrub.

HEATING AND A/C UNITS (HVAC)

Window or wall air conditioners are prohibited.

The Unit Owner is responsible for any maintenance, repair or replacement of the HVAC system for their respective Unit including the exterior compressor, the associated Freon lines, internal evaporator and duct work. The supporting base for the outside compressor is also the Unit Owner's responsibility.

The size and location of exterior compressors on common area are limited and may be restricted by the Board.

Contractors are prohibited from attaching A/C power lines or refrigerant lines to the exterior of buildings.

All Contractors are required to contact the office prior to any work commencing regardless of the type of work involved.

See also: [Contractors](#)

INFORMATION FORMS

All Unit Owners and Tenants are required to complete a SHCA, On-Site, Off-Site, Tenant or Empty Unit Information Form.

These forms are required to enable the Association to contact Unit Owners or other Residents either by telephone, mail or email as needed.

1. All Owners and Tenants are required to have forms in the office *prior to occupancy*.
2. All forms are to be kept current in a timely manner.
3. An emergency contact is required and cannot be a current Resident of the Unit.

Failure to provide a completed information form or updating the information timely will result in a fine. Timeliness will be determined by the Board.

YOU KNOW WHEN AND BY WHOM YOUR UNIT WILL BE OCCUPIED, THE ASSOCIATION EXPECTS TO KNOW THE SAME.

These rules may be enforced by the Association to the full extent permitted by law, including, but not limited to, fines, which as authorized, may be separately levied for each day in which a violation persists, the suspension of membership privileges, including pool passes, and such other means of enforcement as may be available to the Association. Fines shall be subject to imposition against the offending Unit Owner and subject to collection as any other assessment or fee as reserved in the Association governing documents or by law.

See also: [Emergency Contacts](#)

INSURANCE

The Association provides protection for the interest of the Association, Unit Owners, Board of Trustees and Mortgagees (including, but not limited to Property, Liability, Fidelity, Worker's Compensation and Trustees & Officers Liability Insurance).

Unit Owners and Tenants should obtain condominium insurance (HO-6) to cover liability, upgrade or additions since the Unit was built, and their personal property from fire, theft, etc. for the areas not covered under the Master Policy of the Association. Please consult with your insurance agent for proper coverage.

Should any damage be caused to any Common Element or Association facility, and should said damage be caused to a Common Element by any element or portion of a Unit which does not comprise a part of the Common Elements such as, but not limited to; plumbing, sliding doors or hot water heaters, then the Unit Owner responsible for causing or otherwise responsible for said damage will also be responsible to reimburse the Association for the amount of:

- Any expense to repair the actual damages incurred, and/or
- Any expense to investigate or evaluate the need for any repairs incurred, and/or
- The amount of any insurance deductible, when applicable.

Any expenses or other monies incurred by the Association as discussed herein shall be subject to imposition against the offending Unit Owner and subject to collection as any other assessment or fee as reserved in the Association governing documents or by law.

In the event that any damage is caused to adjacent Units as a result of leaks or plumbing issues, the offending Unit Owner must provide the affected parties with their insurance company information.

Contact your insurance company or legal advice as you deem appropriate.

If you believe there is a problem caused any Common or Limited Common Element, contact the office immediately.

See also: [Common Elements](#), [Limited Common Elements](#), [Prohibited Work](#)

INTERIOR ALTERATIONS

See: [Repairs / Renovations / Alterations](#)

INTERIOR TEMPERATURE

The Unit Owner is responsible for maintaining a minimum temperature within their Unit of no less than 50 degrees at all times to avoid freezing pipes and/or damage from freezing pipes.

ILLEGAL ACTIVITY

No Owners or Lessee shall permit in his or her condominium Unit any activity or conduct which is in violation of any applicable law.

LANDLORD/TENANT OBLIGATIONS

1. Every Unit Owner is responsible for their Tenant's compliance with the Rules and Regulations of the Association. The Landlord (Unit Owner), as well as the Tenant will be informed of any violations. After notification of a violation of the Rules and Regulations, it will be the Unit Owner's responsibility to see that the violation is corrected and pay any fines that may be imposed.
2. A Unit Owner who rents their Spruce Hills Condo Unit is required to provide the Association/Property Manager with the following:
 - Copy of the current lease (*Social Security numbers must be redacted, the lease amount is optional*)
 - Copy of the lease rider
 - Tenant Information form
3. All leases must be in writing and must be for a minimum term of 12 months.
4. The Unit Owner is responsible for providing the Tenant with a copy of the Rules and Regulations of the Association.

5. The Unit Owner is required to provide the Association/Property Manager with a copy of the Associations "Tenant Information" form prior to the leased Unit being occupied. Failure to provide the information prior to occupancy may result in a fine.
6. *No personal or private data is to be included in any lease information provided to the Association. All private information such as Social Security numbers, birthdays, rental fees, bank information, credit checks, etc. must be blacked out.*

LANDSCAPING

The Association contracts with a landscaping company for cutting the lawn and leaf removal and may use additional contractors as needed along with the Association maintenance staff.

Unit Owners shall not apply any chemicals or fertilizers to the turf or shrubs of the Association, as it may interfere with the chemical program established by the Association's landscaper.

Contact the office if you have issues with the landscaping or landscaping contractors.

See Also: [Outdoor Planting and Decoration](#)

LEASING OF UNITS

All leases for a Unit must be in writing and shall contain a clause subordinating the lease to the Association's governing documents, in particular to the Master Deed, Bylaws and Rules and Regulations.

1. All leases and information forms must be submitted to the Association Property Manager ***prior*** to occupancy.
2. There can be no more than (1) lease or Tenant during any twelve (12) month period commencing with the date of execution of the prior lease except with a Tenant turnover, in which event the Lease for the incoming/succeeding Tenant shall be for a term to be not less than twelve (12) months.
3. Unit Owners must provide copies of all Association Rules, Regulations and or policies to their Tenant(s).
4. Tenant(s) will comply with the rules and regulations of the Association, as they exist or may be modified or supplemented by the Association from time to time. Unit Owners are fined for any violations of the rules by their Tenants.
5. In any lease, the number of people occupying the Unit shall all be deemed to be Tenants, whether or not they signed the lease.
6. No Unit Owner may lease less than an entire Unit and not to more than two unrelated Tenants.
7. The Tenant will make no alterations, additions, or improvements to the Common Elements, Limited Common Elements or the interior of a Unit.

Contact the Property Manager for more information.

Forms Required for Leased Units:

- a. Rider to Unit Lease
- b. Renters Information Form (*continued*)

- c. Off-Site Owners Information Form
- d. Lease Renewal Form (when applicable)
- e. Empty Unit Renewal Form – (form is used only when no one is living in your Unit)
- f. Landlord Identity Statement as required in N.J.A.C. 5:29-1.1

See also: [Occupancy Levels](#)

LIGHTING (EXTERIOR)

The Common Area lighting located in the stair entryways, parking areas, and around the complex is the responsibility of the Association. In the event of a lighting problem, please write down the number of the light pole and/or its exact location and contact the Property Manager.

Unit Owners are responsible for changing the bulbs on the lights in the rear of your Condo Unit, in accordance with the manufacturers recommended type of wattage. Unit Owners may replace the fixture but must use a type that is essentially similar to the originally installed fixture, subject to inspection by the Association Property Manager, or their designee.

- Unit Owners may not mechanically attach through the use of a nail, screw or bolt any additional outdoor light fixtures to the building, deck or balcony.
- No additional exterior wiring is permitted. The exterior power source is limited to the current exterior outlet.
- No spot or flood lighting is permitted.
- No lighting that is reasonably deemed to negatively impact on other Residents is permitted.
- Some landscape lighting is permitted but is limited to small solar Units on decks or in landscaped beds adjacent to patios.

See also: [Holiday Decoration Guidelines](#)

MAILBOX STATIONS

Mailbox stations are the property of the US Postal Service. Federal law prohibits the posting of notices or other materials on or about the mailbox stations. You must contact the Glen Gardner Post Office if you have problems with your mailbox or need a key.

MAINTENANCE

Below is a list of Unit Owner responsibilities versus Association responsibilities.

The Association is responsible for the following elements absent intentional or negligent damage:

- Maintenance of the exterior of all buildings
- Maintenance of Common and Limited Common Areas
- Landscaping & Snow Removal
- Association Insurance
- Maintenance & Operation of Wastewater Treatment Plant

- Maintenance & Management of Pool
- Maintenance of other recreational facilities
- Property Mgr. & Maintenance Staff
- Capital Reserve Fund
- Legal and Accounting Services
- Electricity for Common Area lights
- Electricity and gas for the Clubhouse

The Unit Owner is typically responsible for the following items:

Maintenance of all Doors & Windows	Interior Plumbing, Electric & Gas lines
Maintenance of Skylights	Cable & Satellite System & Cables
Maintenance of Garages	Cleaning of Windows
Heating & A/C Systems	Cleaning of Deck, Patio or Balcony
Interior Maintenance	Maintenance & Cleaning of Chimney
Interior Painting	Maintenance & Cleaning of Dryer Vent
Interior Exterminating	Interior Insurance...Homeowner's Insurance
Patio and Deck lights	Patio and Deck electrical outlets

For all questions on maintenance issues, please contact the office at 908-537-7515

MAINTENANCE FEES / ASSESSMENTS

All maintenance fees and/or assessments are due on the 1st of every month unless notified otherwise.

Mail all payments to the address below or drop them in the mail box attached to the office door:

Spruce Hills Condominium Association
P.O. Box 414
Glen Gardner, NJ 08826

As applicable, late fees are assessed on payments received after the 10th day of the month.

As applicable, interest charges are applied against all outstanding assessments, fees or fines.

MODIFICATIONS TO UNIT

1. No structural modifications are permitted to Units.
2. No modifications (permanent or non-permanent) to the exterior of a Unit, Limited Common Element or Common Element are permitted.

While the interior of a Unit is generally under the control of the Unit Owner, certain nonstructural modifications within a Unit such as the subdivision or modification of the interior may not occur without the notification to and approval of the Board to ensure compliance with applicable codes and standards.

A fine will be issued for making any exterior modification or unapproved interior modification, in addition to any costs involved with correcting any problems incurred.

See also: [Prohibited Work](#) and [Contractors](#)

MONTHLY MAINTENANCE FEES / VIOLATIONS AND FINES

The Master Deed provides for all Unit Owners at Spruce Hills to pay for services that benefit all Unit Owners.

Your monthly maintenance fee pays for items including, but not limited to: maintenance, grounds maintenance, exterior painting, repair of all Common Elements, trash and snow removal, payment of all Association contractors, insurance, legal counsel to the Board of Trustees, accounting services, utility charges, land taxes and mortgages, if any, on Common Elements, capital reserve replacement fund and professional management services.

- Collection Process:

Each Unit Owner is responsible to pay the monthly maintenance fee and/or assessments by the 1st day of each month.

If a payment is not received by the tenth (10th) day of the month that is not sufficient to cover any outstanding balance(s) in addition to the current monthly maintenance fee, a late fee can be assessed in the amount established by the Board.

Thereafter, any payment received from the Unit Owner shall be applied in the following order:

1. To any outstanding late fee(s).
2. To any outstanding attorney's fees and disbursements due in connection with actions by that Unit Owner.
3. To any outstanding fines and penalties or fees which have been imposed upon that Unit Owner.
4. To any other costs attributable to the Unit Owner which are not otherwise collected by virtue of the regular Unit Owner assessment.
5. Current maintenance assessments.
6. Past due maintenance assessments.
7. Any unapplied balance is a credit towards future maintenance assessments

Example: Unit xxx was previously fined in May for a rule violation in the amount of \$25. The owner submitted a payment for the June monthly maintenance fee in full but did not include enough for both the previous fine and the June maintenance fee.

The amount paid in June will be 1st applied against the outstanding balance of \$25. The remaining funds will be applied against the June maintenance fee. Since the June maintenance fee is not paid in full, a late fee is subject to being applied to the account.

Where applicable, interest charges are applied against all outstanding assessments, fees or fines.

(continued)

The current address for remitting payments to:

**Spruce Hills Condo Association
P.O. Box 414
Glen Gardner, NJ 08826**

Monthly maintenance fees and other Assessed fees must be paid with separate checks.

If in doubt, please call the office.

Payments may also be placed in the mailbox on the door of the Association office.

**** Do not use the “100 Spruce Hills Drive” address for correspondence or payments. This address is for GPS only. ****

- Fees & Fines:

In the event a Unit Owner, his/her family, any Guest, licensee, lessee or invitee of Spruce Hills Condominium, a notice shall be given to the offending Unit Owner(s) of the violation allowing the Unit Owner an opportunity to cure said violation (if possible), or if incurable and the same violation happens again, the Unit Owners will be notified of the violation

MOVING & MOVING CONTAINERS

No moving & storage containers such as those from “PODS”, “UPack”; or any similar companies, may be dropped on site without receiving prior approval by contacting the SHCA Property Mgr.

Containers must be placed in the Unit’s assigned parking space, not in one of the spaces on the visitors’ side of the parking lot.

There will be a limited amount of time the container will be allowed to remain on site. The Property Mgr. will make that determination on a case-by-case basis.

Any resident(s) moving into or out of a unit is required to complete any move prior to 10 p.m. and may not start any move prior to 8 a.m.

NOISE

As a neighborly courtesy, the noise level from inside a Unit, as well as outside a Unit, including but not limited to washing machines, dish washers, conversation, electrical tools, vacuums, musical instruments, stereos, radios and television always needs to be held to a non-disturbing level to the occupants of other Units, especially between 10 pm to 7 am.

The use of power tools is limited in frequency and duration.

Screaming, yelling, profanity or other boisterous behavior, whether internal to a Unit or not, is prohibited.

If you feel you are being unreasonably disturbed, please call the police for assistance.

Note: Noise from water running due to showering or bathroom activity is NOT included here.

Any complaints to the Association must be made in writing and cannot be made anonymously.

(continued)

Owners and occupants of Units shall exercise extreme care to avoid making or permitting to be made, loud or objectionable noises, and in using or playing, or permitting to be used or played, musical instruments, radio, phonographs, television sets, amplifiers, and any other instrument or device in such a manner as may disturb or tend to disturb Unit Owners, Tenants or other occupants of Units.

The Borough of Glen Gardner has ordinances concerning noise. They can be found in Chapter 115 Noise (§ 115-1 - § 115-8);

<https://ecode360.com/12506857>

OCCUPANCY LEVELS

The number of individuals permitted to live in a Unit shall be in accordance with the ordinances of the Borough of Glen Gardner, NJ Fire Code and other applicable rules and regulations.

The number of individuals permitted to live in a Unit was memorialized in Resolution 01-2000, adopted February 16, 2000;

- One-bedroom Units be occupied by more than two (2) people
- Units with more than one bedroom be occupied by more than four (4) people.

All occupants must have a bedroom for their use.

- No more than two (2) occupants may use any bedroom, except that a minor child under the age of three (3) years old may use the master bedroom with his or her mother and father.
- Children of opposite sex over the age of twelve (12) may not reside in the same bedroom.

In any lease, the number of people occupying the Unit shall all be deemed to be Tenants, whether or not they signed the lease.

See also: [Leasing of Units](#), [Repairs / Renovations / Alterations](#)

OUTDOOR PLANTING & DECORATING

In the past, Residents have been advised by either the SHCA Board or the Property Mgr. that they would be allowed to plant or landscape around the patios and entryway tree beds. There was even a list of “approved” flowers or plants that was distributed. Over the years, Residents have created a variety of planting beds and borders that in the view of many are very attractive. Unfortunately, there are other planting beds including trees and bushes that are no longer maintained by those who planted them and some have become problematic and eyesores.

Additionally, in recent years some Residents have sought Board approval to expand the footprint of their patios while other Residents have taken that authority upon themselves and in some cases, going well beyond that.

To be clear, neither the Board nor the Property Mgr. ever had the authority to approve any such additions or modifications to Common Area inconsistent with the approved site plan for the Association and governing documents.

That being said, the Board may require the removal of or may implement the removal of any modifications to common or limited common areas either prior to the conclusion of the sale of a Unit or at any time deemed necessary by the Board.

1. No Unit Owner/Tenant shall disturb by removal, transplantation, alteration, or otherwise, any natural foliage or vegetation planted and/or maintained by the Association.
2. Unit Owners are permitted to plant flowers in the bedded areas of their Units.
3. Unit Owners are permitted to plant seasonal flowers provided such planting takes place in beds at the base of their Unit's foundation, not in the entryway or in the drip line of trees. However, once flowers are planted, the resident is solely responsible for their upkeep and maintenance. Failure to maintain any plants may result in their removal.
4. No addition to, or expansion of, any planting beds is permitted.
5. Residents are permitted to place potted dwarf shrubs and/or plantings on their deck provided that they are a total (pot & plant) of no more than (4) feet in height.
6. Dimensions of pots on decks or balconies are limited to 18" in diameter or 16" tall.
7. All plantings must be placed in decorative or ornamental containers. The use of 5 gallon plastic buckets is prohibited. All Plantings must always be maintained.
8. Empty flowerpots must be stored inside the Unit or garage.

Should plantings become an eyesore due to a lack of maintenance or neglect, the Association reserves the right to eliminate the bed and return it to a neutral state.

See also: [Common Area](#), [Prohibited Work](#), [Sale of Unit](#), [Plants on Decks](#), [Patios](#)

PARKING & VEHICLE RULES

All Residents and Guests are required to follow the rules outlined below, the ordinances of the Borough of Glen Gardner and the laws of the State of New Jersey. Spruce Hills Drive and associated complex parking areas are owned by the Spruce Hills Condominium Association and are Private Property.

Parking is a privilege of membership and may be revoked for failure to comply with these parking & vehicle rules or if the Unit Owner is in arrears on any duly levied assessments or other charges.

See also: ["Good Standing"](#)

Parking spaces, those in front of garages and directly in front of each Unit, are "Limited Common Elements", subject to the use of the Unit Owner or Resident Guest whose Unit is serviced. Visitor parking spaces are "Common Elements", that means spaces owned in common by members within the Association and subject to reasonable regulation in the interest of the community.

(continued)

Borough of Glen Gardner Motor Vehicle Code § 158-1 thru § 158-5:

§ 158-1 DEFINITIONS.

Motor Vehicle:

Includes all vehicles propelled otherwise than by muscular power.

Inoperable Vehicle:

“Incapable of being legally driven or moved under its own power on the public highways of the State of New Jersey.

Operable:

Capable of being legally driven or moved upon the public thoroughfares of the Borough of Glen Gardner, State of New Jersey. This shall include a current inspection sticker displayed in the window of the vehicle or as applicable for the state where the vehicle is registered.

Unregistered:

Not currently registered to be driven or moved on the public highways by the proper licensing authority, or not bearing current registration plates or tags lawfully issued by such authority for the motor vehicle involved.

Residents & Guests Motor Vehicles

Unless kept in the garage, Resident motor vehicles must be OPERABLE (road worthy, legally registered, insured and inspected). Inoperable vehicles are subject to being towed at the Owner’s expense.

See Borough Ordinance: § 158-3

Vehicle Limitations:

Due to the limits on available parking spaces, the Association reserves the right to restrict the number of motor vehicles registered to any specific Unit.

- a. Units occupied by up to (2) licensed operators are **limited to (2) vehicles** kept outside of a garage.
- b. Units occupied by (3) or more licensed operators are **limited to (3) vehicles** kept outside of a garage.

The SHCA Board of Trustees, at its discretion, may approve limited exemptions to these vehicle limits.

Guest and Fleet Vehicles:

1. Guest Vehicles are defined as;
 - a. Any vehicle not state registered to the unit owner or resident.
 - b. Any vehicle that is on-site more than;
 - Two (2) or more days out of a week, whether or not consecutive.
 - Twice a month or more frequently.

- c. Visits for more than fourteen (14) days, whether or not consecutive, in any (12) month period. For this purpose, a day is defined as (4) hours in any 24 hour period.
2. **Fleet Vehicles:** The Association reserves the right to limit the use of fleet vehicles parked on site.
3. Fleet vehicles shall include any vehicle not state registered to the unit owner or resident (the Association may require Proof of registration); and that meets one or more of the following criteria:
 - a. Any vehicle that has commercial license plates.
 - b. That has commercial signage or lettering on or affixed to the vehicle, or
 - c. Limousines, taxis or vehicles with limousine, livery, omnibus or taxi license plates

Guest and Fleet Vehicles are required to park in the Clubhouse lot before or during snow events.

Parking Stickers:

1. All motor vehicles will be assigned a SHCA parking sticker which must be displayed in the rear corner of the window on the driver's side of the vehicle. Parking stickers are not transferable.
2. All Fleet and Guest vehicles will be issued a parking sticker that must be displayed on the dashboard and may be mounted on a piece of card stock or foam core board.
3. All motor vehicles will be listed on the Unit Owner or a Tenant's information sheet on file in the Association office and be assigned a parking sticker.

Other Parking Rules:

1. Residents have (1) assigned parking space per Unit. Assigned parking spaces are:
 - Units with garage – directly in front of the garage door
 - Units w/o garage – a numbered space, in front of their respective Unit
2. Any vehicle that cannot be identified with a Unit Owner will be given a sticker on the windshield to move the vehicle within twenty-four hours subject to the vehicle being towed at the Owner's expense.
3. Motor vehicles parked against a building or garage, must be parked head in, within lined spaces.
4. Vehicles equipped with back-up “beepers” are requested to park backed into a visitor space in order to minimize early morning disruptions to nearby Residents.
5. Residents are required to follow the Association’s snow removal policies so parking areas may be cleared of snow timely and minimize the safety concerns of other Residents from melting snow.
6. No unregistered motor vehicles may be operated or parked on the roadways or parking areas of the Association.
7. No motor vehicles may be operated on Association property by an unlicensed operator at any time.
8. Parking on-site is limited to vehicles of no more than 17' in length and that readily fit within the lined parking spaces

9. Vehicles of a longer than normal length (i.e. large pickup trucks) or with extended trailer hitches are required to park backed into a visitor space to minimize the obstruction to service and or emergency vehicles.
10. No motor vehicle may park in front of a fire hydrant, mailbox Unit or along the curbside or elsewhere where the potential passage of service and or emergency vehicle is constricted and impeded.
11. No motor vehicle may parked or driven on turf/grass areas
12. All-terrain vehicles, snow mobiles, mini-bikes, motorized scooters, mopeds, etc., may not be driven or operated within the Spruce Hills Condominium Association property
13. No motor vehicle maintenance is permitted on Common Area (within Common Elements) with the exception of washing or hand waxing a motor vehicle, changing a flat tire or incidental replacement tasks (such as: windshield wiper blades, light bulbs, etc.).

Commercial Vehicles/RVs/Trailers:

1. The Association reserves the right to limit the use of fleet vehicles parked on site. Fleet vehicles shall include but are not limited to any vehicle that meets one or more of the following criteria:
 - Any vehicle not state registered to the unit owner or resident – Proof of registration may be required.
 - Any vehicle that has commercial license plates.
 - That has commercial signage or lettering on or affixed to the vehicle, or
 - Limousines, taxis or vehicles with limousine, livery, omnibus or taxi license plates

Fleet vehicles are required to park in the association office lot during snow events.

2. Registered trailers of no more than 17' in length may be temporarily parked in your assigned parking space for limited periods only. This identifies the owner.
3. No owner or occupant shall store any trailer, boat, bus, RV or any repair work to be done thereon, on any portion of the Common Elements.
4. No RV may be occupied on Common Elements.
5. Cargo trailers, tractor trailers and heavy-duty trucks and equipment may not be parked on site overnight except when being used for Residential moving and/or Association authorized maintenance process' and with prior approval of the Property Manager.

The Board of Trustees, Spruce Hills Condominium Association, Inc., or any agent of the Association shall not be liable to the owner or person in possession of the subject vehicle, or the Unit Owner, authorized Resident, invitee, or guest for any damage and/or injuries which occur during, or as a result of, the removal of the vehicle from the property.

Driver Responsibilities:

Motor Vehicle laws on Spruce Hills Drive are enforced by the N.J. State Police. Everyone is expected to drive with caution and not exceed the posted speed limit of 15 mph.

Association Responsibilities:

- 1) The Association reserves the right to fine violators of the Parking & Vehicle rules.

Unless otherwise specified, fines for parking rules violations as memorialized in Resolution 5-98 adopted October 21, 1998 are:

- a. 1st violation = \$50
 - b. 2nd violation = \$75
 - c. Each additional violation = \$100
- 2) The Association requires all Residents to provide their vehicles license plate number(s) to the Property Manager on the Association's resident information forms.
 - 3) The Association reserves the right to restrict the area(s) where certain Resident motor vehicles may be parked. *(continued)*
 - 4) With respect to motor vehicles that are improperly parked, the Association reserves the right to report such to the police and if deemed necessary, have the vehicle towed.

See also: [Guests](#)

PATIOS

Patios are Limited Common Elements and as such are not the Unit Owner's property. Patios must be kept in a clean and neat manner by the Unit Owner and any Resident or other Guests.

1. Pets are not allowed to relieve themselves on patios at any time.
2. Any damage to patios or buildings deemed to be caused by the activities of any Resident or other Guests, pets or their activities will be repaired, by the Board, at the Unit Owners expense.
3. Suitable furnishings for patio use are umbrellas, tables, chairs, potted plants or grills (consistent with grill guidelines).
4. Storage on patios is limited a "Deck Box" which may NOT exceed 60" W x 43"H x 36" D
5. Storage Sheds generally sold for storing garden equipment or for storage in yards are not permitted.
6. All items should be of a size appropriate to space provided, well maintained and in no way obstruct ingress or egress to and from the Unit.
7. Wind chimes are prohibited as they may disturb your neighbors.
8. Except as otherwise permitted herein, at no time should any part of a patio be used as a storage area. If additional storage is needed, you must make alternate offsite arrangements.
9. Patio lights and electrical outlets are the Unit Owner's responsibility.

Patio extensions are not permitted under the Association's governing documents including the Master Deed. Patio extensions previously installed which in violation of Association governing documents, including the Master Deed, are subject to removal.

See also: [Deck & Balconies](#), [Limited Common Elements](#), [Outdoor Planting & Decorating](#), [Repairs to Common Elements](#)

PERSONAL RECREATION GUIDELINES

Due to high insurance costs, Association maintenance and/or landscaping costs, it is imperative that Residents and Guests use extreme caution when using bicycles, roller blades, scooters, roller skates and skateboards, all of which may only be used on paved or concrete surfaces.

In addition, the following recreational activities are prohibited: sledding, skiing and any activity that includes bats, racquets, paddles, or golf clubs in the common areas, (apart from tennis racquets on the tennis court).

No vehicle is permitted on the grass areas at any time. Motorized recreational vehicles are prohibited, including ATV's scooters, dirt bikes, snow mobiles and the like. No game playing is permitted in the street.

The Association shall not be held responsible and/or liable for any injury or loss to any Resident, Tenant or employee or a Unit Owner as a result of any violation of any rule (in this section or any other section) set forth in this handbook and at all times, Unit Owners are on notice that they shall indemnify and hold harmless the Association for any injury or damage, including litigation and attorney's fees, arising from any prohibited recreational activity.

PETS

All Residents are required to abide by the ordinances of the Borough of Glen Gardner, the laws of the State of New Jersey and the rules herein. The term "Pets" used herein refers to all cats and dogs.

Unit Owners are required to register all pets with the Borough of Glen Gardner upon move-in and then in January of each year. A copy of this registration along with a photo of their pet/pets must be delivered to the Property Manager no later than February 7th of every year or no later than seven (7) days after the pet is registered with the Borough. - **§ 53-2, § 175-9**

License and metal registration tag(s) are required in accordance with:

1. New Jersey Revised Statutes Title 4 - Agriculture and Domestic Animals: [NJ Rev Stat § 4:19-15.2](#)
2. Borough of Glen Gardner Municipal Code requires that all Dogs & Cats must display a valid license and current vaccination tag. - § 53-2, § 175-7.
 - Dogs: Chapter 53 Animals, Articles I & II (§ 53-1 - § 53-19)
 - Cats: Chapter 175 Animals, Article 2 (§ 175-6 - § 175-21)

The Borough regulations are available at this link: <https://ecode360.com/GL1524>

Service or Emotional Support Animals

Unit Owners shall comply with the licensing and registration requirements of the State of New Jersey and the Borough of Glen Gardner outlined above.

Unit Owners/Tenants must maintain their pets in a manner that does not intrude on the rights of other Residents. In addition, Unit Owners/Tenants are subject to the following:

- 1) A maximum of two (2) registered pets are allowed to reside in any one Unit. If you have a second pet, there is an annual Association fee, due in the Property Managers office no later than seven (7) days after the pet is initially registered with the Borough and upon annual renewal thereafter.

Contact the office for the current fee. A fine will be issued for *each* cat or dog above the maximum of two (2).

- 2) A Resident may “pet sit” or have a visiting cat or dog. They must be registered in the office if any of the following apply:
 - a. Visits of two (2) or more days out of a week, whether or not consecutive.
 - b. Visits of twice a month or more frequently.
 - c. Visits for more than fourteen (14) days, whether or not consecutive, in any (12) month period.

For this purpose, a day is defined as (4) hours in any 24 hour period. Any “visiting” pet exceeding the frequency or duration must follow the registration and licensing requirements of the Borough.

- 3) No cat or dog shall be permitted outside of the Unit, including on decks, patios and balconies, unless accompanied by the Owner or their designee on a leash. **§ 53-7, § 175-9**
- 4) **Leashes may not exceeding 8’ in length and must be held and under the full control of the Owner or their designee.**
- 5) Dogs are not allowed to relieve themselves on decks, patios or balconies at any time and no mats/pads/rugs of any kind may be used, whether purposefully or not, for such purpose.

Fines may be issued if the Property Mgr. is notified of such activity by 1st floor residents.

- 6) Cats and Dogs are not allowed to be fed outside of a Unit or left unattended on decks, patios or balconies
- 7) **Unit Owners/Tenants are not permitted to tie or tether their Cat(s) or Dog(s) outside of a Unit on Common or Limited Common Elements.**
- 8) Unit Owners/Tenants are responsible for collecting and properly disposing of solid waste excrement deposited by their pets on Common Grounds or within their Units. - **§ 53-12.**

Proper disposal of collected animal waste is defined as either flushing down the toilet or bagging and placing in your trash receptacle or into, not on top of, dumpsters. Under no circumstances may these wastes be deposited anywhere else on the Condominium grounds or in storm sewers.

Dog Waste Stations have been provided on Spruce Hills Drive for the use by Dog Owners. All dog waste must be bagged prior to being placed in the collection receptacles.

- 9) Cat litter may not be dumped into toilets. Dispose of cat litter in plastic bags in the trash dumpsters.
- 10) No Unit Owner shall own, keep, harbor or maintain any dog which habitually barks or cries. - **§ 53-8**
The term "habitually" as used in this regulation means three separate occasions during which noise, crying or barking is audibly disturbing to neighboring residents as memorialized in the Pet Resolution 01-2015, adopted 5/19/15.
- 11) Unit Owners/Tenants are responsible for the cost to repair any damage to “Common” or “Limited Common” elements caused by their Cat(s) or Dog(s).

See also: [Dog Run](#), [Repairs to Common Elements](#), [Decks & Balconies](#)

PLUMBING

All plumbing lines whether for water or sewer within the confines of a building are the responsibility of the Unit Owners.

In the event of a fresh water leak, immediately turn off the water in your Unit by using the water shut-off located in your utility room near the hot water heater, then **CALL A PLUMBER!**

If you experience a sewer back-up, **CALL A PLUMBER!**

The maintenance staff does not make repairs to water lines or sewer lines within buildings.

POOL

The use of the Pool is a benefit of Association membership therefore its use may be restricted if a Owners account becomes delinquent. – see also: [“Good Standing”](#)

The pool may be closed when no lifeguard is present or from time to time for mechanical repairs or chemical testing.

1. Identification badges must be shown by all individuals using the pool each time they enter the pool area. A fee will be charged to replace a lost badge.
2. Each Unit will receive a color badge for each person living in the Unit that is listed on the information sheet in the office and one (1) Guest badge. (No one is allowed to use the pool with just the Guest badge; there must be someone with a picture I.D. badge from the same Unit present at the pool.)
3. All minors with a Red Badge must have a signature of an adult by their name in the log in sheet. This adult will be responsible for this minor for the entire time at the pool. If this adult leaves the pool, the minor must leave.
4. The maximum number of Guests at any one time allowed in the pool is two (2) per Unit, (one with a Guest’s badge and one other). A Guest Fee will be charged for the second Guest.
5. Proper swimming attire is required when using the pool. Cut-offs, extremely brief bathing attire or thongs are not allowed.
6. All swimmers are to shower before entering the pool.
7. Pool furniture is available on a first come first serve basis. No reserving of pool furniture is allowed. Please keep suntan oils and lotions off the strapping.
8. Color Coded Badges will be issued:
 - Adult badges – Green** (17 years old)
 - Minor badges – Red** (from 0 -17 years old) must have an Adult with them in the pool area.
 - 12 to 17 years old and passed the swim test – Yellow** (This minor may come to the pool unattended by an adult, but NO Guest is permitted with a yellow badge)
 - Guest badges – Blue** (one (1) per Unit & the Guest must be with a resident from the Unit.
10. Rafts, floats, tubes, and noodles may be used in the pool as long as they are being used. They must be removed if the owner is not using them in the pool. Playpens, bicycles and carts may not be brought into the pool area. Small infant strollers and baby seats are permitted but may not be left in the pool area. Children who are not toilet trained must wear swim diapers.

11. Radios and electronic devices are permitted as long as no one is disturbed by the choice of music.
12. Non-alcoholic beverages in unbreakable containers will be permitted. Anything you bring in must be brought out with you or thrown away in the trash cans provided.
No alcohol will be permitted at the pool.
13. Smoking will be permitted only where receptacles are provided.
Please do not dispose of cigarette butts in the planters or stone edges.
14. Ball playing, running, jumping or horseplay in the pool or pool area is not permitted.
15. Pool users shall conduct themselves in such a manner as to not create a dangerous condition or to interfere with the enjoyment of the pool or pool area by others.
16. Animals are not permitted in the pool or pool areas including emotional support animals. Pets may not be left outside the pool area tied to the pool fence.
17. Management or life guards may close the pool solely at their discretion during thunder or electrical storms and may allow swimming during a light sprinkle or shower.
18. Unit Owners shall be responsible for the actions of and/or any property damage caused by themselves, members of their family or Guests. The cost of such damage will be charged to the Unit Owner.
19. Spruce Hills Condominium Association will not be responsible for loss of or damage to, personal property.
20. Any person considered under the influence of alcohol or drugs will not be permitted in the pool area.

Ref: New Jersey "Public Recreational Bathing" (N.J.A.C. § 8:26)

PRIVACY FENCES

Are not permitted anywhere on Spruce Hills Condominium Association Property - see also: [Fences](#)

RECYCLING

All items must be recycled properly as per the guidelines of Hunterdon County, the Borough of Glen Gardner and SHCA. Failure to properly follow these guidelines will result in a fine for each occurrence.

SHCA Recycling pick-up is currently scheduled for every other Wednesday, weather dependent.

General Recycling instructions:

- Do not leave cans or bottles in plastic bags of any kind, empty bags into the containers.
- When possible, flatten milk, water & juice bottles to conserve space.
- Pizza boxes are not recyclable.
- Cardboard boxes must be broken down and flattened with all packing material removed.
- Newspapers, Magazines, Junk Mail and Office Paper must be tied in a bundle.
- AA, AAA, B, C, D & 9V Batteries go in the trash.

(continued)

- Other metal or plastic items (toys etc.,) even if marked with a recycling symbol, are not to be placed in the recycling areas. Include them in the trash or check the Borough Recycling Program.

Electronic Waste, Hazardous Waste, Document Shredding and other recycling program information for Hunterdon County can be found at the link below.

<http://www.co.hunterdon.New Jersey.us/recycling.html>

See the SHCA or the Borough website for complete details on all recycling including the current policies. Contact the Association Office if you have any questions or for further information.

Glen Gardner Recycling Program can be found at www.glengardner.org

REPAIRS / RENOVATIONS / ALTERATIONS

Unit Owners are required to follow the ordinances of the Borough of Glen Gardner and the Rehabilitation Subcode of the State of New Jersey. Owners can review this section of the code at the link below.

<https://www.state.New Jersey.us/dca/divisions/codes/offices/rehabbackground.html#8>

The Rehabilitation Subcode, developed by the Department of Community Affairs, has four Categories of Rehabilitation: Repair, Renovation, Alteration, and Reconstruction which relate to the extent of the work undertaken.

Under the definitions of the Rehabilitation Code, the following table outlines the notification and permit requirements of SHCA and the Dept. of Community Affairs (DCA):

	SHCA NOTIFICATION	PERMIT(S)*
Replace/Repair Furnace	YES	YES
Replace/Repair Hot Water Heater	YES	YES
Replace/Repair A/C System	YES	No
Replace/Repair Kitchen Stove	No	No
Replace Sliding Glass Door	YES	No
Renovation Work	No	No
Alteration Work	YES	YES
Reconstruction Work	YES	YES

** The Board requires a copy of any and all permits issued be provided to the Property Mgr. for the Association records.*

There are restrictions regarding the disposal of building materials, debris and discarded items. See the section on Trash / Trash Dumpsters for specific details or call the office.

No Unit Owner shall contract for or perform any alterations except through the Association and its officers. Alterations require the written approval of the SHCA Board and a construction permit(s) from the appropriate code official(s).

§ 5:23-6.4 Repairs

"Repair" means the restoration to a good or sound condition of materials, systems and/or components that are worn, deteriorated or broken using materials or components identical to or closely similar to the existing.

The following work shall be considered renovation, alteration, or reconstruction, as appropriate, and **not repair work**:

- i. The cutting away of any wall, partition, or portion thereof;
- ii. The permanent, partial or complete removal of any primary structural component;
- iii. The removal or rearrangement of any part of a required means of egress; and
- iv. Addition to, alteration or relocation of:
 - (1) Any fire protection system piping;
 - (2) Water supply, sewer, drainage, gas, oil, waste, vent, or similar piping;
 - (3) Electrical wiring, other than wiring for a low voltage communication system in a one or two family dwelling;
 - (4) Mechanical system components such as ductwork;

See: [N.J.A.C. 5:23-6.4](#)

§ 5:23-6.5 Renovations

"Renovation" means the removal and replacement or covering of existing interior or exterior finish, trim, doors, windows, or other materials with new materials that serve the same purpose and do not change the configuration of space. Renovation shall include the replacement of equipment or fixtures.

§ 5:23-6.6 Alterations

"Alteration" as defined in N.J.A.C. 5:23-6.3 means the rearrangement of any space by the construction of walls or partitions or by a change in ceiling height, the addition or elimination of any door or window, the extension or rearrangement of any system, the installation of any additional equipment or fixtures and any work which reduces the loadbearing capacity of or which imposes additional loads on a primary structural component.

See also: [Contractors](#), [Prohibited Work](#), [Trash / Trash Dumpsters](#)

(continued)

§ 5:23-6.7 Reconstruction

"Reconstruction" means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied. Reconstruction may include repair, renovation, alteration or any combination thereof.

Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings.

Alterations

1. Unit Owners shall make no Alterations or changes to a Unit, as discussed in N.J.A.C. § 5:23-6.6, without first submitting a written description of the proposed alteration or change and then obtaining the written consent of the Board.
2. The term "Alterations" includes changes to a Unit including, but not limited to, any activity which requires a building permit, electrical permit, plumbing permit or similar authorization from the NEW JERSEY Dept. of Community Affairs (DCA) or another regulatory body or agency.
3. The replacement of a furnace or hot water heater requires a permit from the DCA but does not require the consent of the Board, although a copy of the permit must be filed with the management office.
4. The replacement of cabinets, appliances and fixtures with substantially equivalent installations in the same location, shall not require the consent of the Board.
5. The action by the Board may be conditioned upon criteria which they deem reasonable including but not limited to:
 - Use of licensed and insured contractors
 - Oversight by the Board of Trustees or its agent
6. Except for emergencies, no work by a contractor shall occur on;
 - Saturdays and Sundays
 - Observed major national holidays (e.g., Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas and other nationally recognized holidays as may be determined from time-to-time by the Board of the Association)
 - After normal business hours (i.e., 7:00 a.m. to 4:00 p.m.), Monday through Friday of each calendar week.

In the event emergency work is performed, a written description, including a photograph of the work deemed to be emergent, shall be provided the next business day to the Property Manager.

ROOFS

No one shall climb on the roofs for any reason, unless they are a qualified professional with proper liability and worker's compensation insurance performing a job for a Unit Owner, who shall be responsible for their workmanship and any damage to the Common Elements.

See also: [Contractors](#), [Repairs to Common Elements](#)

SALE OF UNIT

1. The Property Manager is to be informed prior to a Unit being listed for sale.

The Property Mgr. will inspect the interior and exterior of all Units prior to sale for compliance to the rules herein, especially those concerning alterations or modifications or damages to Common or Limited Common Elements.

Any damages or modifications observed that warrant attention will be corrected in a manner and time frame determined by the Board. Any costs incurred will be assessed to the current Unit Owner and must be paid prior to conclusion of the sale of the Unit.

2. The Unit Owner, prior to closing, must provide the purchaser(s) the name and address of the Property Manager. The sale of any Unit is expressly subject to the lien of the Association for any unpaid assessments, maintenance fees and fines if applicable.
3. **All exterior modifications including but not limited to: Patio extensions, planting beds, plants, cables and wires, fencing and structures that are currently in place but installed contrary to the governing documents and in particular, the Master Deed, may be required to be removed at the discretion of the Board.**

Buyers into the Association are required to pay a one-time non-refundable contribution towards the Capital Fund, currently three times the monthly assessment. There may also be a processing fees charged by the Property Manager for sales and refinances.

The Unit Owner is responsible for providing the purchaser(s) with their copies of the Master Deed, Bylaws, Resolutions and the Rules & Regulations Handbook. If unavailable, copies may be purchased from the office. The current Rules & Regulations Handbook may also be viewed on the SHCA web page.

See also: [Common Elements](#), [Prohibited Work](#),

SATELLITE DISHES

Residents are required to notify the office prior to the installation of a satellite dish and to receive Board approval.

Satellite Dishes may no longer be mechanically attached to the siding, roof, deck or balcony structure with fasteners. Attachment must be made using a clamp and pole or pipe.

Owners, Residents and contractors are restricted from running or attaching any coaxial or other cables to the exterior of buildings. Additional lines for cable TV or satellite reception must be added or extended within the interior of a Unit.

All exterior cables that are currently in place may be required to be removed at a later time at the discretion of the Board.

Any damage to a building deemed to be caused by the activities of the Unit Owners, any agent, servant, Resident or other Guest, invitee or contractor(s) will be repaired by the Association at the Unit Owners expense and a fine may be issued for any failure to follow Association rules and regulations.

1. Professional installation is required.
2. A Dish may not exceed 20" in diameter and placed so as to present a safety hazard to other Residents.
3. The dish must be removed, and all damage repaired, in a manner approved by the Association prior to closing of the sale of the Unit.
4. A sketch of the locations must accompany the written installation request to the Board.
5. If a dish is installed without prior written approval from the Association, the Unit Owner will be subject to a fine and the dish must be moved at the Unit Owner's expense if it is not mounted correctly.

See also: [Contractors](#), [Repairs to Common Elements](#)

SCREENS / STORM DOORS

The only approved storm door for use at Spruce Hills is a full view style. The glass may have a pattern etched on it. The Unit Owner will be required to remove or renovate any door in violation of these guidelines.

SECURITY LIGHTS / CAMERAS

Additional light or camera fixtures are not permitted to be attached to any Common or Limited Common Elements.

1. The single light fixture attached to the building on patio and decks may be replaced in kind with one that contains a motion detector if desired. Those fixtures are under the control of the Unit Owner who shall bear the costs to replace or operate them.
2. Security lights may not be attached to buildings above or around front or patio doors.
3. Security cameras may only be attached to the front door using models similar to units made by "Ring".

See also: [Common Elements](#), [Limited Common Elements](#)

SIGNS

The placement of signs shall be governed by New Jersey law and municipal ordinances, it being generally understood that no signs or advertisement shall be erected, installed or affixed within or upon a Unit or a Common Element, exclusive of one small security system sign per home, placed in the front bedroom window.

"For Sale" or "For Rent" signs are not allowed to be posted along the Association Property. Signs are not permitted showing outside from the interior. This includes house numbers (other than those installed by the Association of the builder), names, or other types of welcome signs.

If, however, a Unit is on the real estate market for sale, "Open House: signs may be used on a limited basis (i.e. no more than two signs) on one day of the weekend.

SINK/BATHTUB DRAINS AND TOILETS

The Association has an on-site, licensed wastewater treatment plant (sewer) that a contractor maintains on behalf of the HOA. The New Jersey Department of Environmental Protection ("NJDEP"), has oversight over the operation of the SHCA wastewater system.

The following are prohibited from drains and toilets, whether or not labeled as safe for septic systems, due to the impact on the operation of the on-site system:

1. Feminine hygiene products and all contraceptive products.
2. Baby diapers and wipes
3. Household wipes such as Clorox wipes and all similar products, septic safe or not.
4. Cat Litter, whether identified as "flushable" or not
5. Cooking oils and grease from cooking should be allowed to solidify before disposal into the solid waste (garbage) containers. Pouring it down the drain is prohibited.
6. Do not use Draino or similar caustic chemicals for clogged drains. Those chemicals may negatively impact the wastewater treatment process and disposal beds.

Failure to comply with the restrictions above will only lead to significant costs to the Association to remediate at a later date.

See also: [Plumbing](#)

SKYLIGHTS

The maintenance and or replacement of skylights are the responsibility of the Unit Owner.

SNOW REMOVAL

The Association hires an outside contractor for snow removal services. The Association's contractor is responsible for the removal of snow and ice from all paved driveways, roads, parking areas (to the extent not covered or blocked by cars), sidewalks and other walkways. During snow removal times, Residents must cooperate with the contractors and SHCA Property Mgr. & Maintenance staff by moving their vehicles when requested to do so.

The contractors might have to plow late at night or early in the morning if the need arises. Residents are reminded that this is for the safety of everyone.

Before the Storm:

- Move your vehicle parked in the assigned parking space to the open parking area. (If open parking area is full then you must park in another open parking area or at the Clubhouse lot)
- Guest and Fleet vehicles are required to park in the Clubhouse lot - see [Parking: Guest & Fleet Vehicles](#)

- Do not park in the yellow lined parking spaces at the end of each building. This area is used for storage of plowed snow.
- If there are no spaces available in the visitor parking area before the storm, and you elect to park your vehicle in your designated spot, you will be required to move your vehicle **immediately** if the plow comes through.
- **Any vehicle whether in an assigned or visitor parking spot that interferes with snow removal or any Resident who is uncooperative or inhibits the snow removal by the contractors or staff, may be fined.**

After the storm:

- Clear off all vehicles in open parking area, and then move one of your vehicles to your designated spot.
- Move additional vehicles that you may own into a plowed spot, as they become available. (This may require you to move any additional vehicles to other buildings open parking areas, until your parking area is cleared.)
- All vehicles in the assigned parking areas must be moved after each storm. No exceptions.
- Do not park in any designated parking area except your own.
- NOTE: Those Residents, who have more than two vehicles, please be considerate of your neighbors during snow conditions.

SOLICITATION

Soliciting is prohibited. This includes the distribution of flyers or signs with the exception of notices posted by the Management Office. Residents who are bothered with solicitation should attempt to get the name and/or organization that are soliciting and contact the Property Manager.

STORAGE

Decks, patios, balconies, stairs, walkways and all Common or Limited Common Areas are not to be used as storage areas. Items left in these areas are subject to removal at the Unit Owner's expense. Repeat offenders may be fined.

1. Storage bins on Decks and Patios are limited to a "Deck Box" which may NOT exceed 60" W x 43"H x 36" D.
2. **No sheds or cabinets other than described herein, are allowed.**
3. If you need additional storage space, other than a garage, you must make other off-site arrangements.

STORM WATER DRAINAGE SYSTEM AND CATCH BASINS

The Association owns and maintains the storm drains and catch basins within the complex, including those along Spruce Hills Drive.

Putting ANYTHING into the system other than natural rain water is a violation under the laws established by the New Jersey Department of Environmental Protection (NJDEP). Inadvertent releases of gasoline or oil from cars into the catch basins should be reported and may be called into the NJ DEP Hotline at 1-877-WARNDEP (877-927-6337).

Violators will be reported to the NJDEP who may issue fines and require the offending party to pay for any remediation of a spill.

Any fines or fees assessed to the Association due to the actions of any Unit Owner or Resident or Guest will be assessed to the Unit Owner(s) by the Board.

TENNIS COURT

The Tennis Courts are available to all members in “Good Standing” Contact the office for a key.

The Tennis Courts shall not be used for any purpose after dusk, prior to the following morning. The tennis courts shall not be used for congregating or loitering, but rather shall only be used for the intended purpose.

Each Unit Owner is responsible for compliance with this rule by his or her minor children and their Residents or other Guests and invitees. Each violation by a minor child or his or her invitee shall render the parent fully liable for any and all fines levied hereunder.

TRASH / TRASH DUMPSTERS

The Borough of Glen Gardner picks up trash every Monday.

Please place your normal household refuse in the dumpster at your building on Monday mornings.

1. All trash is to be bagged and trash bags may not be left outside of Units on patios, decks, balconies or entryways for any amount of time.
2. No items may be placed outside of dumpsters without a Borough of Glen Gardner Refuse sticker attached.
3. Pick-up of large items, such as furniture, tires or appliances is not included in the Association’s pick-up. Residents must contact the Borough of Glen Gardner or the Property Management office to purchase refuse stickers.
4. Trash dumpsters are painted green, Recycling dumpsters are painted blue.
5. Check the Recycling requirements to verify if an item is recyclable or trash.
6. Unit Owners may be issued a fine if their Tenants fill the dumpsters, to the detriment of other Residents, upon moving into or out of a Unit as deemed by the Property Mgr.
7. Unit Owners or their contractors, performing any repairs or renovations, may not likewise fill up the dumpsters with discarded building materials, debris, equipment or fixtures.

Call the Office if you have any questions.

See also: [Recycling](#), [Repairs/Renovations/Alterations](#)

USE RESTRICTIONS OF UNITS

All Units and Limited Common Elements are designed for Residential use only. No commercial business activities shall be performed upon the property, including but not limited to that evidenced by active business traffic coming and going from Spruce Hills, for example daycare services.

Garages are restricted to vehicle parking or storage of personal items.

WATER, ELECTRIC AND GAS

Each resident must be familiar with all emergency switches and valves for electric, gas and water inside their condominium Unit. Unit Owners are responsible for the maintenance, repair and replacement of all utility and plumbing lines that serve only their Unit, whether inside the living space of their Unit or not. Please call the appropriate utility company (Gas, Electric, Cable/Satellite) with any problems, as the Association has no control or involvement with these services.

If you choose, the water to your Unit can be shut off from outside the Unit but this is a last resort and only in an emergency. It will take some time to be done especially if the maintenance staff is not on-site.

Responsibility of utility lines - Unit Owner's vs Association

Water Lines:

Association - Water mains up to the shut-off valve immediately before the water meter

Borough of Glen Gardner - Water Meter

Unit Owner - Shut-off valve immediately before the water meter and all lines and appliances throughout their Unit.

Sewer Lines:

Unit Owner - All waste water lines up to where the lines exit the exterior of the building. Note - Some lines within a building are shared between Units.

Association - Beginning at the location where the sewer lines exit the building.

Natural Gas Lines:

Unit Owner - All natural gas lines from the gas meter into their Unit and to the kitchen and furnace room and all appliances.

Utility Company - Natural Gas main lines and meters.

Electrical Lines:

Unit Owner – Begins with the electrical meter located in an enclosure on the building exterior, continuing with the main service cables that extend from the electric meters ending at the Unit's electrical panel, the electrical panel itself and all wiring within a Unit.

Association – The electrical enclosed panelboard, located in the “dog houses” attached to the buildings, which house the individual electric meters.

Utility Company – The underground power cables up to the enclosed panelboard.

Cable / Satellite Lines:

Unit Owner / Service Provider – All service lines and associated hardware

Association – None

Any repairs required due to Unit Owners actions would be charged back as appropriate.

WINDOW COVERINGS

To the extent that draperies, shades and window coverings on windows or sliding glass doors shall be used, it is preferred that they be lined with white, off-white, or natural color material facing the outside. Only products specifically manufactured as window or door features shall be allowed. All windows shall be kept free from objects such as garments, rugs, blankets, sheets, cardboard, tarps, flags, bottles, cans, etc.

The Board reserves the right to restrict any coverings or items in the windows deemed to be offensive or inappropriate.

WINDOWS/ENTRY DOORS/PATIO DOORS

Unit Owners are responsible for maintenance, cleaning, repair and replacement of all windows, entry and patio doors. If windows become foggy because the seal is damaged, Unit Owners are required to have either the glass or the door replaced.

Any replacement must be done with the same style, size and color as the originally installed Units. Unit Owners must first get written permission from the Board of Trustees before replacing any window, entry door, or patio door.

Units may be replaced using a different material (i.e. vinyl windows instead of metal), but exterior appearance must remain the same. All replacement window(s) or door(s) must be either “Bronze” or “Black” color, unless otherwise approved by the Board. Painted doors and windows must be maintained in a manner consistent with the guidelines established by the Board.

See also: [Contractors](#)

REVISIONS

This Rule Book was initially adopted by the SHCA Board on November 19, 2019.

	Revision Date:	Section Revised:	Revision Notes:
1	Mmmm, DD, 2019	Enter the Section Revised	Enter notes on what the changes entailed.
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