# OAK RIDGE RESORT CONDOMINIUM RULES AND REGULATIONS

Revised August 2024

A. GENERAL

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E. FEES, LATE FEES AND PENALTIES

#### A. GENERAL:

#### 1. Vehicles:

- a. Operators of Cars, Electric Bikes and Bicycles MUST obey the <u>5-mph speed limit</u>, stop signs, and traffic regulations.
- b. Riders of Electric Bikes must be at least 17 years of age.
- c. Vehicles (<u>max. 2 cars/trucks per site</u>) shall be parked without blocking access to another Unit Owner's vehicle/site.
- d. Any vehicle parked on Oak Ridge property must be licensed, operational, and used regularly. The parking lots are not to be used as a storage area for vehicles for extended periods of time: operational or non operational. No vehicle is to remain in the park during the off-season.
- e. No parking on Park roads, walkways and other Common Elements not designated for parking.
- f. For safety issues, no motorized mini-bikes, motorized scooters, trail bikes, motorcycles, golf carts, or light vehicles (even those classified as a toy) may be used in the Park, except with written approval by the Board for special circumstances (people with health conditions or impairments).

#### 2. Pets:

- a. It is the owner's responsibility to be sure that their pet(s) do not cause or create a nuisance or unreasonable disturbance/noise.
- b. Dogs may not be outside unattended even if on a leash.
- c. Pets are not permitted in any portion of the Common Elements unless carried, or on a leash and in direct control of its owner at all times.
- d. Feces shall be removed immediately and disposed of properly in a dumpster.
- e. No reptiles of any kind are permitted.
- 3. **Campfires** must be contained in an approved, screened, covered, or Chiminea-type fireplace, and must be extinguished when not supervised.
- 4. **All refuse**, ashes, garbage, & grease shall be deposited with care in the trash receptacles provided for such purpose. Burning of trash or refuse on the Condominium property is prohibited.
- 5. Our septic system requires that nothing is deposited other than one-ply toilet tissue.
- 6. **If you are experiencing sewer problems at your site**, you MUST report this to the Oak Ridge Main Office, so they can be troubleshooted by our Maintenance Department. In general, the Condo Association is responsible for sewer lines in common areas, while unit owners are responsible for sewer lines and problems in their units.
- 7. **The excessive use of intoxicating beverages** of any kind is strictly prohibited.
- 8. "Quiet Hours" exist from 11 P.M. to 8 A.M. Those choosing to stay outside at their site after 11 P.M. need to be considerate of their neighbors, and aware of their noise level.
- 9. No parties/gatherings shall be held on common grounds unless the Unit Owner obtains a permit from the office.
  - a. A release of liability for the Condominium Association will be signed by the Unit Owner, assuming responsibility for the function and for those in attendance.
  - b. The Condominium Association discourages the consumption of alcoholic beverages at these functions and will not assume any liability for those in attendance. All liability lies with the Unit Owner who

requests the reservation and/or any Unit Owner, his or her family, or guest, who consumes alcoholic beverages on common ground, or traverses it.

- 10. **Damage to any portion of the Condominium property** caused by minor children of the Unit Owners, or their guests, shall be repaired at the expense of such Unit Owners.
  - a. Parents shall be held responsible for the actions of their minor children.
  - b. Unit Owners are responsible for the actions of their guests.
  - c. Owners who **RENT** their units must notify the office, complete the appropriate forms, and educate their **RENTERS** and other users with regards to the Rules and Regulations.
- 11. **No hunting, shooting or discharging of firearms**, arrows or other projectiles is permitted.
- 12. **Flammable materials,** such as explosives, fireworks or articles deemed hazardous to life, limb or property, are not permitted on Condominium property.
- 13. **Boats, jet skis, wave runners, and/or their trailers, are not to be kept on the homeowner's site.** They must be stored in the boat yard, for a summer-winter fee, and permanently marked with an ID tag. *Oak Ridge is not responsible for loss or damage.*
- 14. **Kayaks and canoes** may be stored on a homeowner's site if room allows, and in a manner that is aesthetically pleasing, considerate of neighbors, and not a hazard to emergency / fire situations. An easement must be maintained behind each unit to allow for emergency situations. If the lot size does not accommodate a kayak or canoe, it can be stored under the dwelling, or in the boatyard for a fee.

## 15. Bulk Dumpster Policy / Fees:

- a. <u>For a fee, a bulk dumpster is available for the disposal of large items, such as furniture, mattresses, toilets, lamps, area rugs, and yard waste (brush, leaves, limbs).</u> Fees are posted in the clubhouse.
- b. **NO** building / demolition material. **NO** TVs anywhere.
- c. Larger **metal items** (bicycles, tricycles, barbeque grills, outdoor furniture, etc.) should be placed next to the maintenance shed for recycling.
- d. Electric appliances, including TVs, should be taken to an electric appliance disposal site, or to your home. Suppliers delivering new, larger appliances (refrigerators, stoves, water heaters...) should take the old items away for recycling.
- e. Fines and dumpster fees will be imposed for violations.

## 16. Property Rentals.

- a. Unit Owners *in good standing* (all condominium fees, fines, and other charges paid and up to date) may rent their Unit up to two (2) times maximum during the operating season (April 1 through October 31). The duration of each rental period shall be for a minimum of one week or more.
- b. Property owners are to complete, and submit to the office, a Rental Notification Sheet *prior to each rental of the property*.
- c. All renters are required to check in at the Oak Ridge Office (between the hours of 11:00 a.m.-7:00 p.m.) on the day of their arrival.
- d. The number of renters/occupants in any Unit shall not exceed 8.
- e. Renters are to comply with current Rules and Regulations and shall be given a copy upon arrival. See *A. 9. c.*, and section *E. Penalties for Non-Compliance or Violations*.

### 17. Boatyard

- a. Boats and jet skis are to be kept on transport trailers in the boatyard not on blocks or timbers.
- b. Boat slip renters are responsible for maintaining the slip to include grooming the area and cleanliness.
- c. All boats and trailers must have a current State registration and required inspection, or they will be subject to removal at the owner's expense.
- d. Fines imposed are the same as identified under E. Penalties for Non-Compliance or Violations.
- e. Boat storage fees are listed on the Boatyard Rental Agreement. Also, see: E. Boat Storage Fees.

#### **B. SWIMMING POOL REGULATIONS:**

- 1. The **Staff is the ultimate authority** for application of any and all of the rules below.
- 2. There are NO lifeguards on duty.
  - a. Swimmers are responsible for their own safety.
  - b. Parents are responsible for the safety of their children.
- 3. **Persons using the pool and pool area** must abide by posted Pool Rules.
- 4. Everyone must sign-in upon entering the gate to the Pool area. Pool tags must be visible.
- 5. Children under the age of 12 will not be permitted within the fences of the Pool area unless accompanied by a responsible adult, 18 years of age or older.
- 6. No children shall swim or dive in the deep end of the pool unless they are competent swimmers.
- 7. **"Flotation devices"** (swimmies) are only permitted if the child is accompanied and supervised by an adult, who is also in the water. When used, they are restricted to the shallow end of the pool.
- 8. No child shall use **the Baby Pool** without a responsible adult present.
- 9. Children wearing diapers must use swimming diaper pull-ups.
- 10. Chairs are for the use of those who are present. Saving chairs is not permissible.
- 11. **Unnecessary roughness**, running, pushing, and any undue disturbances are strictly prohibited. Ball-playing and the use of various other toys in the pool area are subject to the approval of the Staff.
- 12. Vulgar remarks, or other improper behaviors, are prohibited in the Pool area.
- 13. **No pets** are permitted in the Pool area.
- 14. **No glass containers or alcohol** are permitted in the Pool area. When eating in the Pool area, you are responsible for your own clean-up.
- 15. No smoking or vaping is permitted in the Pool area. A designated area will be provided.
- 16. **Inflatables**, including but not limited to rafts, floats, tubes and beach balls, may be used in the Pool at the discretion of the Staff.

#### C. CONSTRUCTION / SITE REGULATIONS and RESTRICTIONS:

## 1. Spring Clean-up:

- a. All sites must be cleared of leaves as early in the season as possible, but no later than May 31st.
- b. All units must be power washed as early in the season as possible, but no later than June 30<sup>th</sup>.
- c. If either deadline is missed, a fine will be issued of \$50.00 first month, \$150 second month and \$250 for each month after until the site is in good standing.
- 2. Each Unit Owner shall keep his/her Unit in a good state of preservation & cleanliness, and maintain an appearance that will enhance our community and support property values.
  - a. No signs, notices, or advertisements are permitted to be displayed on the Site. *For Sale* signs may be displayed in a window of the unit.
  - b. No perimeter fences, barrier fences, or pet pens are to be installed on any site.
  - c. Decorative garden fences, approximately 12-18 inches tall, are allowed if not used as a perimeter fence.
  - d. Decorative items ARE allowed.
  - e. Flagpole installation is subject to approval with a *Site-Modification Permit*.
  - f. No radio or television aerials or satellite dish shall be attached to or hung from the exterior of any unit, nor shall they be installed on a pole, tower, or in any other manner on the unit property.

## 3. Site Modification Permits

- a. A *Site Modification Permit* must be submitted to and approved by the Board, and/or an appointee of the Board, prior to any work being started for the following:
  - 1) New trailers and their placement on the Site require the following when space allows:
    - a.) A 2-foot setback, unit side.
    - b.) A 5-foot setback, rear of the unit.

- c.) A 10-foot fire separation between adjoining structures.
- d.)Maximum height of the unit and/or add-on shall not exceed 12-1/2 feet from the floor to the roof peak as a rule of thumb.
- e.)Any exception to the above requires Board approval.
- f.)All placement of new trailers must meet the requirements of the specific rules under the Upper Township Ordinance No. 010-2022 and may require a permit through the Township.
- 2) Any additions or renovations of said Unit and/or the adjacent structure.
- 3) Landings, stairs, decks, and screened enclosures.
- 4) Construction and placement of sheds on the Site.
- 5) Removal of trees on the Site.
- 6) Installation & placement of new/replacement air conditioning units, or other electrical appliances (See C. 7. c., d., e., f.).
- 7) Installation & reapplication of stones or patio bricks / pavers.
- b. A *Site Modification Permit* can be obtained from the Oak Ridge Office or downloaded from the Oak Ridge Website (www.Oakridge.site). Approval will not be unnecessarily withheld for any of the above items that meet township, county, and state regulations, and any applicable *Oak Ridge Rules & Regulations* and *By-laws*. Any disagreement with the decision can be submitted to the Board, and then to the ADRC (see D.2.a) for further review, if needed.
- c. It is the responsibility of the owner, prior to beginning any work, to verify with Upper Township for any additional requirements / permits / variances.

## 4. The following are permitted on the Site:

- a. One recognized manufactured recreational vehicle as set forth in the NJ Administrative Code 8:22-1.6 & Title 39 of the NJ Motor Code. The size is limited to 400 sq. feet of livable floor space. Any such recreational vehicle placed on an Owner's site must have an approved Site Modification Permit (SMP) with approval of the Board / an appointee of the Board.
- b. An approved addition to the RV. (See C.6)
- c. One shed and/or storage enclosure of 100 sq. ft. or less, not to exceed a height of 12 ft., constructed of wood, wood covered in vinyl siding, or plastic resin. Plastic resin sheds must be anchored. No shed is permitted to be placed in front of the trailer. *Shed placement must be 4 ft. off the property line.* Refer to Upper Township Ordinance 010-2022.
- 5. **Trailers are not to be removed and replaced between Memorial Day and Labor Day.** Management may allow removal / installation under extenuating circumstances, such as complete and total loss of unit.
- 6. Limits on Additions: (taken directly from the Upper Township Ordinance 010-2022)
  - a. Additions to the recreational vehicle limited to the following:
  - i. the addition or deck shall be constructed on permanent foundations.
  - ii. the addition shall not exceed 400 s.f. in size and the addition may include plumbing, heating, air conditioning and interior partitions; provided however the maximum width of the opening of the addition into the recreational vehicle is six (6) feet.
  - iii. a deck shall not exceed 200 s.f. in size and shall not be counted as part of 400 s.f. addition set forth in section 9(b) (ii). Awnings and canopies are permitted.
  - iv. the addition or deck shall be minimum of 10 feet from any adjacent recreational vehicle, addition or deck.
  - v. the recreational vehicle and any enclosed addition shall comply with Chapter 18 Flood Damage Control.
  - vi. no addition, renovation or modification to the recreational vehicle is permitted which encapsulates the vehicle.
- b. Two landings with steps, each limited to **24** sq. ft, will be permitted to be attached to a unit or enclosed structure, and must meet the requirements of the Township Code. If adequate space is available, one of these may be a deck, not to exceed 200 sq. ft., including steps. A deck added to the front of a Unit cannot reduce the number of parking spaces that currently exist. (2 spaces: approx. 18' x 18', or 324 sq. ft.) Site clearances and access to sewer line / septic tanks must be observed, and Township Permits and a *Site Modification Permit* with approval of the Board are required.

### 7. Electrical Service

- a. Each site will be supplied with the following:
  - 1) Connection to 120/240 volts, 50 amperes service will be supplied to each Unit. 2) Connection to 120-volt, 30 amperes service will also be available.
- b. No Unit shall be permitted to exceed the 120/240 volts, 50 amperes service.
- c. Electrical work must be performed by a licensed electrical contractor.
- d. The following electrical appliances **ARE** *NOT* permitted: 220-volt cooking ranges, clothes washers/dryers, dishwashers, garbage disposals, electrical resistant heating systems.
- e. The following appliances drawing 120/240 volts ARE permitted, with conditions: 1)

Electrical central air-conditioner, central air-conditioner/heat pumps.

- a) All 240 volts systems are limited to 2.5 tons, or 30,000 BTU per unit, per trailer. If the roof top A/C unit is still functioning, it must be disconnected by a contractor when new 240-volt units are installed. b) System components mounted outside of Units shall be on a concrete or fiberglass pad. Location, because of noise, heat, and safety, will be determined by and require a Site Modification Permit. c) No electrical resistance back-up shall be allowed.
- 2) Electrical hot water heaters, limited to 30 gallons.
- f. A 2<sup>nd</sup> air conditioner may be allowed with *an approved Site Modification Permit*, and electrical inspection of the Unit by the Board and/or an appointee of the Board under the following conditions: 1) Portable, stand-alone interior units are allowed and preferred.
  - 2) New installations of window / through the wall units will only be approved if they are **not** visible from the street, and the noise / exhaust does not affect a neighboring unit.
- g. The Board shall have the right to review, and approve or disapprove any proposed installation, not only for its conformity to New Jersey Condo law, or the *Master Deed*, *By-Laws* and *Rules and Regulations* of the Condominium, but also in regard to the relevant considerations including, but not limited to safety, heat, noise, and location. Approval shall not be unreasonably withheld.
- 8. **The maximum allowable propane** that may be stored on any site at any time shall not exceed 120 lbs.
- 9. Natural vegetation cover shall be retained & protected within the Park, wherever possible, to facilitate drainage, prevent erosion & preserve the scenic attributes of the area.
- 10. **No Unit Owner shall plant, prune, or remove trees, shrubs or other plants**, in or on any portion of the *Common Elements*, without the approval of the Board and/or an appointee of the Board.
- 11. **Tree removal** is only permitted to make a Site functional and requires an approved Site Modification Permit.
- 12. **All outside contractors doing work in the Resort** must check in with the office, show a current, valid insurance certificate, and have a N.J. Contractor's License.

### **D. MISCELLANEOUS:**

- 1. Each Unit Owner shall present, to the Manager, proof of liability insurance for the Unit, on or about April 15<sup>th</sup> each year.
- 2. **The Board shall appoint committees as needed.** Each committee shall consist of a Chairperson, who may not be a Board member, a Board member that will act as a liaison, and as many members as the Chairperson & Board deem necessary to carry out its purpose. In the case of the ADR Committee no Board member will participate.
  - a. Alternative Dispute Resolution Committee (ADRC). Shall review unresolved written concerns/complaints.
- 3. **Complaints** regarding any Manager or Employee of the Condominium Property or complaints regarding actions of Unit Owners, members of their families, guests, or licensees must be *submitted in writing* to the Board & signed. All complaints must be responded to, within a reasonable period of time, by the Board in writing.
- 4. All Unit Owners shall abide by local, county & state regulations.
- 5. **Upon the sale of any site** / **unit,** it is the responsibility of the Owner to notify the office, and to pass on to the new owners a copy of the *Oak Ridge Rules & Regulations* and *By-laws and Master Deed*. Copies of the updated documents may be obtained online or through a request to the Main Office of Oak Ridge for a fee.

- 6. No individual exemption or waiver of these Rules & Regulations will act as a precedent.
- 7. The Board of Directors reserves the right to modify the Rules & Regulations as needed.

### E. FEES, LATE FEES and PENALTIES:

Listed below are the fees collected and penalties assessed by The Board of Trustees of Oak Ridge Resort Condominium Association. Failure to pay any fine or late fee will result in a lien placed against the property. **Maintenance Fees:** 

- 1. Maintenance Fees are collected semi-annually, and are due November 1st and April 1st. Notices will be sent via email, or via regular mail for those who have requested a paper copy.
- 2. Maintenance Fees that are not received within 15 days of the due date will incur a late fee of \$50 for the first month, \$150 for the second month, and \$250 for each additional month until the Fees are paid.
- 3. If Maintenance Fees are not paid in full by April 15, the owner will lose access to Oak Ridge's amenities. **Boat Storage Fees:**
- 1. Boat storage Fees are collected semi-annually, and are due October 31st and April 30th.
- 2. Boat storage Fees that are not received within a month of the due date will incur a late fee of \$50 for each month that they remain unpaid. *Fines will accumulate until the Boat Storage Fees are paid.*

# **Penalties for Non-Compliance or Violations:**

The following penalties will be imposed upon the **Unit Owner**, for failure by the Unit Owner or the Unit Owner's Guests / Renters, to comply with the terms of the Oak Ridge Rules & Regulations, By-Laws, and the Master Deed:

- 1. First non-compliance or violation: a fine not in excess of \$50.
- 2. Second non-compliance or violation: a fine not in excess of \$150.
- 3. Third and subsequent non-compliance or violations a fine not in excess of \$250.

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