

**BIRCH GLEN  
CONDOMINIUM COMMUNITY  
ASSOCIATION**

**GENERAL RULES AND REGULATIONS**

Revised November 2007

Shared/forms/birch glen/general rules and regs

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## GENERAL INFORMATION

On behalf of the Community Association, we would like to welcome you to your community. Birch Glen is a community development located in Piscataway. It consists of 339 homes. 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. Living in a community such as Birch Glen requires residents to adapt to living harmoniously with the other residents of the community. As such, and for the benefit of all residents, the Board of Trustees has adopted rules and regulations contained herein. It is not always easy to adhere to rules and regulations. However they are necessary to protect the community.

As a homeowner at Birch Glen you are automatically a member of the Birch Glen Association, which is the organization that has overall responsibility for maintaining certain areas throughout the community. As a member in good standing of the Association, you have the right to vote on issues concerning the community including the election of members to the Board of Trustees. You also have the right to run for the Board and/or serve as a member of the Association's various committees. Simply put, Birch Glen is owned and operated by the residents. Through your active participation in the Association's committees and activities, you have the opportunity to ensure that the high quality of your residential environment is preserved and enhanced over the years.

The Rules and Regulations are an official publication of Birch Glen, sanctioned by the Board of Trustees. The Rules and Regulations, as well as the Public Offering Statement, which contains the Declaration of Covenants, Conditions and Restrictions of Hearthstone, are to remain in your home. In the event you sell your home or rent your home, please provide these documents to the new homeowners or tenant as all homeowners, tenants and guests must comply with all provisions of the Rules and Regulations and the Declarations. The Rules and Regulations are not intended to supersede or replace the Declarations or By-Laws. The latter shall prevail.

Please read these Rules and Regulations carefully and enjoy living in the Association. If you have any questions, please contact (in writing) the property management company listed below:

Superior Management Group  
1711 Route 27  
Somerset, NJ 08873  
732-296-6660 - Phone  
732-828-3367 - Fax  
908-654-2040 - Emergency Number (After hours, weekends, or holidays)  
Monday – Friday 9:00 AM to 4:30 PM - Hours of Operation

## DEFINITIONS

### **The Association:**

Birch Glen Condominium Association shall be administered supervised and managed by resident owners of the community. The homeowners of the Association shall elect a Board of Trustees, vested with rights, powers and privileges necessary to fulfill the obligations set forth in The Declaration of Covenants and Restrictions, By-Laws, and Rules & Regulations adopted by the Association, and in accordance with the laws of the State of New Jersey.

### **Board of Trustees:**

The affairs of the Association shall be governed by the Board of Trustees ("Board"). The Board of Trustees shall consist of three (3) persons named in the Articles of Incorporation. There after the Board shall consist of not less than three (3) nor more than seven (7) Trustees.

### **Open Space/Common areas:**

The open space shall mean all real property and improvements therein owned by the Association for the common use and enjoyment of the owners in the community.

### **Resident Owner:**

A Resident Owner is the owner of record of the unit and the permanent resident of the unit. A visiting member of the family is a guest, not a resident. All guests are subject to the Rules & Regulations set forth herein.

### **Non-Resident Owner**

A Non-Resident Owner is the owner of record of a unit who does not reside in the unit. A Non-Resident Owner may serve on the Board of Trustees or any of the various committees and he or she retains the privilege of voting at elections. However, he or she may not make use of any of the Associations recreational amenities.

### **Resident Tenant:**

A Resident Tenant is a tenant living in a unit of a Non-Resident Owner and as such is entitled to the use of all of the amenities of the Association. A resident tenant may not serve on the Board and also may not vote.

## **YOUR CONDOMINIUM PROPERTY**

The condominium concept or real estate ownership has its origin on the laws of ancient Rome and has been a part of modern living by laws enacted by the State Legislature.

Condominiums consist of three separate elements:

1. Common elements, which belongs to everyone. This includes all grass, sidewalks, roads, the outside of buildings and the recreational facilities.
2. Limited use common element, which includes deeded parking spaces, stairways, attics and open patios on your units. Although these are common elements, they are limited to your use.
3. Restricted use element, which is inside air space of your unit from painted wall to painted wall.

## THE ASSOCIATION

### ASSOCIATION MEMBER

Every owner or co-owner of a unit is a member of the Association until such time as his/her ownership of a dwelling ceases. Each unit may exercise one vote in any election conducted by the Association. Tenants of a unit are not members of the Association and, therefore, are not entitled to vote except, as the member shall permit the tenant or occupant to exercise the proxy vote of the member.

As the owner or resident of a condominium unit, you enjoy access to the social, recreational and administrative facilities and services enjoyed by all other residents. In return, you have an obligation to make sure the Birch Glen Community Association is properly maintained, protected, operated and improved. Some of your rights and obligations are outlined below:

- A. You have the **right** to use the recreational and social facilities of the community. You have the **obligation** to follow the rules and regulations established for the benefit of all residents.
- B. You have the **right** to seek the assistance of the Board of Trustees and the Administration for any problem you might encounter. You have the **obligation** to do so in a courteous manner and at the appropriate time and place.
- C. You have the **right** to privacy for yourself, your family and your property. You have the **obligation** to comply with the rules and regulations developed by Birch Glen Association.
- D. You have the **right** to be interested in all aspects of the running of Birch Glen Association, but you have the **obligation** to do so in a responsible manner. Your participation in the various committees is invited.
- E. You have the **right** to a sound fiscal administration and policies in the operation of Birch Glen Association. You have the **obligation** to pay your monthly condominium fees or any special assessment fully and promptly. Failure to do so deprives the community of financial well-being, services and facilities. Failure also subjects the owner to late fees, a possible lien of his/her property or possibly to a law suit or a foreclosure.
- F. You have the **right** and **obligation** to participate in all elections. Failure to vote on important issues deprives the community of a clear consensus of what is (or is not) needed or desired by the majority of owners and delays or impedes decisions.

All members shall be obligated to pay maintenance fees either quarterly or monthly (see section on Maintenance Assessments for more details). The membership rights of any owner whose account is past due shall automatically be suspended until the delinquency is removed, and shall cause the owner to forfeit his/her right to use Association recreational facilities, unless the Board directs otherwise. The payment, in full of all assessments and charges shall result in the immediate reinstatement of membership privileges. Please note that any special assessments are transferred with the unit.

## ASSOCIATION MANAGEMENT

Superior Management Group is contracted by the Board of Trustees to administer the daily business affairs of the Association, manages operations to maintain community within cost parameters, and recommends operational changes to the Board to operate more cost efficiently. The on-site manager operates and maintains the facilities, develops operating practices and procedures, and disseminates Board decisions and proposals to homeowners. The manager also staffs and manages personnel, conducts self-audits, and performs inventory control. The manager develops, prepares, and initiates the annual budget and recommends reserve funding requirements. Management also handles all accounting requirements, billing and collections of assessments, and insurance requirements.

## BOARD OF TRUSTEES

The condominium association is administered by a Board of Trustees elected by the members of the Association. The Board is vested with the rights, power, privileges and duties necessary for the proper administration of the community. Board members serve **without compensation**.

The Board consists of seven elected homeowners, who annually elect a President, Vice President, Secretary, and Treasurer. Two Trustees (three Trustees on every third year) are elected for a three-year term at each annual meeting in May by the ballots of a majority of the Association members in good standing. Voting may be done in person, or by proxy/absentee ballot.

The Board is responsible to provide effective physical maintenance of the common property; establish and maintain a sound fiscal policy; review and adopt annual operating and reserve budgets; provide adequate insurance coverage as required in the By-Laws and establish and enforce Association rules and regulations. The Board is also responsible for community organization and operations, communicating policies to homeowners and reconciling disputes and questions on policy. **A majority vote of the Board is necessary for all policy decisions.** The checks drawn against Association funds require the signatures of two Board officers (President, Vice-President, Secretary, Treasurer).

The Board Treasurer serves as the community's chief financial officer and as liaison to the Finance Committee. The Treasurer reviews and evaluates preliminary budget, enlists the expertise of the Finance Committee in evaluating the budget, assures that books of accounts are properly maintained and that budgets and financial statements are prepared in accordance with documents. The Treasurer, along with the Finance Committee, makes sure that audits are properly prepared, he/ she represents the Board during audit to ensure staff is fulfilling its financial responsibilities, and recommends selection of and interfaces with audit/accounting firm.

The Board contracts with a management agent to efficiently and properly execute the tasks involved in the daily administration of the Association. The Board may also appoint committees to assist and advise the board on the various aspects of Association operations.

## **GENERAL RULES**

***THIS IS AN OVERVIEW OF WHAT IS CONTAINED IN THE BY-LAWS AND RESTRICTIVE COVENANTS AND IS NOT INTENDED AS A REPLACEMENT OF YOUR DOCUMENTS. PLEASE REFER TO YOUR DOCUMENTS FOR FULL DETAILS.***

### **Access to Units**

The Declaration and By-Laws give an irrevocable right, to be exercised by the Board of Trustees or the management agent, to have access to any unit during reasonable hours as may be for the maintenance, repair or replacement of any of the common elements therein necessary to prevent damage to the common elements or to another unit or units. Advance notice will be given to the unit owner or resident whenever possible.

### **Committees**

All Committees at the Association are comprised of residents who volunteer their time to serve the community. Please contact the Management Company if you are interested in serving on any Committees.

### **Complaints**

All complaints, concerns or problems should be reported, in writing, to the Board c/o the Property Management Company. If you see anyone behaving in a disorderly manner, in violation of any laws, causing danger to others or by damaging property (i.e. fishing in ponds, practicing golf swinging, being in pool area when pool is closed, making excessive noise day or night), please call the Piscataway Township Police.

### **Disputes**

All homeowners are entitled to Alternate Dispute Resolution (ADR). A forum shall be provided for aggrieved parties to seek a review of cease and desist notices and provides a mechanism for alternative resolution of housing related disputes between homeowners and other homeowners and/or tenants.

### **Lighting**

The Association is responsible for the common area lighting. It also includes lights on the corners. If a light in your area is out, please call the property management company. DO NOT attempt to change common area lights on your own. Lights on individual homes are the responsibility of the homeowners. For a list of approved light fixtures, contact the Property Management Company.



## Maintenance Fee

Each homeowner will receive a statement by 'mail or e-mail. The Association Maintenance Fee is due monthly on the 1<sup>st</sup> day. Delinquent accounts will be treated in accordance with the Public Offering Statement, Declaration and By-Laws. Late Fees are assessed on any unpaid balance after the 15<sup>st</sup> of the month of \$25.00. The following is a partial list of items for which the monthly maintenance fees are used:

- Upkeep and repair of the recreational facilities
- Maintenance of the common areas including landscaping
- Maintenance of the exterior of buildings
- Electricity for common area lights
- Snow removal
- Association insurance
- Legal and accounting services
- Professional property management services
- Reserve replacement fund
- Common element insurance

## Meetings

Notification of meeting dates is usually sent to each homeowner at the beginning of each year. If you are unsure of a meeting date, place or time, call the Property Management Company. If you have a specific item you wish to have addressed at the Board Meeting please provide written notification to the property manager so that your item is added to the Agenda.

## Miscellaneous

No tents or other structures are to be erected without prior permission from the Board. Hanging of laundry outdoors on a clothesline or dryer rack is prohibited. No laundry shall be hung out or laid out on decks, or windows. Attaching a clothesline to the building is strictly prohibited.

# **BIRCH GLEN CONDOMINIUM ASSOCIATION**

## **RULES AND REGULATIONS**

### **Article I. General**

- 1.1 No unit may be used for the conduct or site of any commercial enterprise. No resident shall post any advertisement or posters of any kind, except as authorized by the Association. "FOR SALE" or "OPEN HOUSE" signs are permitted as follows:
  - ❖ One sign professionally lettered to be displayed from inside the unit.
  - ❖ Limit of two signs – one front / one back of unit.
  - ❖ "OPEN HOUSE" signs will be permitted and removed immediately following the Open House.
- 1.2 The names and addresses of residents are to be deemed private and shall not be issued for use for commercial advertisement and/or solicitation.
- 1.3 No laundry or bedding materials shall be hung from any windows; no laundry or bedding materials shall be hung outside of an owner's individual living unit.
- 1.4 All windows in each unit shall be properly covered with draperies, blinds, curtains or commercially available shades.
- 1.5 No common areas or limited common areas may be used for any type of storage of any unit owner's property.
- 1.6 Garage sales, lawn sales and the like are strictly prohibited without prior Board approval.
- 1.7 Bicycles, toys, carriages, etc. shall not remain on sidewalks or in any common element area overnight. The sidewalks, entrances, passages, courts and patios must not be obstructed or encumbered at any time.

- 1.7.1 Sporting games such as baseball, football, soccer, etc. are prohibited on the common lawns and roads, except for areas designated for such use, i.e. tennis courts, basketball court, tot lot.
- 1.8 Trash must be properly disposed of in the appropriate containers provided for this purpose.
  - 1.8.1 All household trash must be placed neatly into a trash container located in the trash disposal closet(s) located on the side of the building(s).
  - 1.8.2 Recyclables must be disposed of properly in the containers. Please contact management for directions.
  - 1.8.3 Large items, e.g., furniture, appliances, crates, etc., must be disposed of by contacting the Township of Piscataway. In no event shall such items be left anywhere in the development unless arrangements for immediate pickup has been made.
- 1.9 Any activity, which creates undue noise or creates a nuisance to adjacent units, is prohibited. The playing of loud music or television is prohibited after 11:00 PM or concurrent with Township Ordinances.
- 1.10 A unit owner intending to make a transfer, sale, or rental of the unit shall give notice to the Association of such intention. Unit owners shall furnish name and address of the transfer, new owner, or renter to the Association, and other such information as the Association may reasonably require.
- 1.11 If a unit is rented, it is the responsibility of the individual unit owner to provide a copy of these and any subsequently adopted rules and regulations to the tenant. Each individual unit owner is held responsible that their tenant adheres to all the rules and regulations of the Association.
  - 1.11.1 Every lease of a unit in the Condominium must be in writing and provide for a term of not less than one (1) year. The owner must file a copy of every lease with the Condominium Association through its managing agent, prior to the occupancy of the unit.
  - 1.11.2 No unit owner may rent less than the entire unit.

- 1.12 If a unit is placed on the market for sale, it is the responsibility of the individual unit owner to provide a copy of the Master Deed, by-laws, and these and any subsequently adopted rules and regulations to the prospective buyer prior to the signing of an Agreement of Sale. Documents not in possession of the seller can be obtained from the Management Office for a fee.
- 1.13 Individual unit owners shall be held responsible for any damage to a unit, garage, common area or limited common area.
- 1.14 Unit owners shall be responsible for maintaining an adequate thermostatic temperature during the heating season to prevent pipes from freezing.
- 1.15 Unit owners are responsible for the maintenance, repair and replacement of all doors, doorframes, and hardware; window frames, panes and associated hardware; and any area in or around the unit which services, exclusively that unit.
- 1.16 No solicitation without prior written approval is permitted within Birch Glen. This includes the distribution of flyers and signs, including "For Rent" signs within a unit.
  - 1.16.1 No residents who are agents for any outside commercial or political interest shall solicit other Birch Glen residents door-to-door.

## **Article II PARKING / VEHICLES**

- 2.1 NO PARKING in front of any driveway for a unit or in any space assigned to another unit owner is permitted without the unit owner's permission.
- 2.2 NO PARKING is permitted within 10 feet of any fire hydrants, at the curb near any mailboxes or entranceways, or in any location marked as a "No Parking Zone" by the Association.
- 2.3 Residents are requested to utilize their driveway and garage for their unit (when applicable), prior to utilizing additional parking spaces.

- 2.3.1 Residents on vacation who leave 1 or more cars parked in the development must park their car(s), either in their garage and/or driveway.
- 2.4 Residents must cooperate with equipment operators during snow removal operations by moving their vehicles as requested.
  - 2.4.1 Residents must move their vehicles from the main roadway area and head on parking to allow the contractor to clear this area first. Upon clearing of these areas, residents must remove their vehicles from the driveways to allow the snow contractor to clear the driveways. You may, after clearing return your cars to their original locations.
- 2.5 All unit owners are responsible for proper guest parking.
- 2.6 All vehicles parked in the Community must be currently registered, inspected and insured. No junk or inoperable vehicles are permitted to be parked in any area within the development.
  - 2.6.1 No vehicle, which does not meet all motor vehicle code requirements including, but not limited to having adequate noise suppression, may be operated within the community at any time.
- 2.7 No oversized vehicles, (larger than a one ton truck), recreational vehicle, boat trailer, or commercial vehicle may be parked overnight within the Community.
  - 2.7.1 A commercial vehicle is any vehicle intended for a business purpose which displays any signage on its exterior (including commercial license plates), has any tools or equipment protruding from it, or has a gross weight exceeding 3 tons, except with the prior approval of the Board.
- 2.8 No vehicle may be stored on the common elements.
- 2.9 All motor vehicle laws must be obeyed at all times. A maximum speed limit of 15 mph shall be maintained throughout the community.

- 2.9.1 Motorized vehicles (including cars, trucks, motorcycles, and mopeds) shall be operated SOLELY on streets and parking lots.
- 2.10 No vehicle may be serviced or maintained within the community. The ONLY exception is for emergencies e.g., changing a flat tire or jumpstarting a vehicle.
- 2.11 No bicycle riding is permitted on any of the lawn areas.
- 2.12 Washing of vehicles anywhere within the community is prohibited.
- 2.13 The use of skateboards, skates, sleds, or any other devices that do not have a positive steering or braking mechanism is prohibited from the streets or courts.
- 2.14 Bicyclists, runners, and pedestrians are responsible to use caution on the roadways in order to avoid accidents or injuries.

### **Article III ARCHITECTURAL CHANGES**

**\*\*\*Definition:** *“Architectural Changes” is defined by any and all improvements, repairs, etc. which has the potential to damage or alter a common element, i.e. not limited to patio extensions, removal of walls in unit, fireplace installation, fencing of the patio with door or gate, installation of shrub or flower beds around the area directly around or beyond the patio area.*

#### **3.1 General**

- 3.1.1 Prior to work being commenced, the Owner shall be required to submit an Architectural Modification Form. It is required that this form be submitted for alterations or additions to the common or limited common elements. It is required that any and all detailed plans, specifications and drawings must be submitted in writing to Management or the Board of Directors for approval. A performance Bond of \$250.00 is required to be submitted prior to any approval being issued. Final approvals of any changes

to be made will be determined and made by Management or the Board of Directors at a scheduled board meeting.

- 3.1.2 No building, fence, wall, deck, patio or projection from any structure (whether temporary or permanent, and whether affixed to the ground or not) shall be commenced, erected, improved or altered without prior approval of Management or the Board of Directors.
- 3.1.3 No grading, excavation, tree or shrub removal, planting, change of exterior color, or alteration of any grounds or shrubbery beds is permitted without prior written approval of Management or the Board of Directors.
- 3.1.4 Unit owners shall be responsible for complying with all building codes and permit requirements for any changes to the interior of their unit. Prior to any change being started, the unit owner must provide the Association with a copy of applicable permits. If no permit is required, the Owner must provide a statement by the Township building official verifying that no permit is required.
- 3.1.5 Any modification made by any unit owner pursuant to this article shall become the unit owner's responsibility to properly maintain. Satellite dish requests require a \$250.00 bond or any other modification, which infiltrate the common area. In the event that an approved modification falls into disrepair, the Association, after notification to the owner, shall make necessary repairs or removal charging the owner for all costs including reasonable administrative costs.
- 3.1.6 Satellite Dishes: (Unit owners will receive more information on this matter as the development is completed).
  - The Board has the legal right to restrict the location and installation methods for same.
  - The Board of Directors must approve installation requests, in writing prior to installation. Request forms and instructions will be available from the Management office.

- All homeowners wishing to install a satellite dish will be required to post a bond in the amount of \$250.00 with their request for installation approval.
- Homeowners agree to assume all liability from and for damage or injury to persons or property in any manner whatsoever or howsoever arising from the installation, maintenance, removal or use of a satellite television reception dish.
- A licensed, insured individual must install the dish.
- The dish must have proper wiring and grounding.
- The dish shall not exceed 18 inches in diameter and shall be of a flat gray or neutral color.
- **Management and/or the Board of Directors must approve the location of the satellite dish.**
- Satellite dish wires can only enter the unit via a window or sliding door. Special wires are available. No holes can be drilled into the sides, front, back or roofs of the unit.
- Renters must first receive approval from the unit owner in writing.

### 3.2 Balconies / Railings / Patios

- 3.2.1 No changes to the structure as originally built are permitted.
- 3.2.2 No temporary objects, such as articles of clothing, towels, or bedding may be draped over the railings.
- 3.2.3 No clotheslines are permitted.
- 3.2.4 The Association must have access to all balconies and patios at all times.
- 3.2.5 No floor covering is allowed on balconies. Patios or exterior stairwells. Standard size doormats are permitted.
- 3.2.6 No permanent / built-in structures or stored items are allowed on the balconies or patios. Only standard outdoor furniture are allowed.
- 3.2.7 No natural or stored gas lines for outdoor gas cooking or heating appliances is permitted. **No open-flame grills are permitted. This would include gas and charcoal grill of any type. You may utilize electric grills only.**



- 3.2.8 No cable, wires, or electric cords may be installed which are visible from the exterior of any unit around the exteriors.
- 3.2.9 All gates and fences are prohibited (including awnings, screens, etc.).
- 3.3 Flowers / Shrubs / Trees
  - 3.3.1 Notification shall be given to the Management Company regarding the replacement of plants, shrubs or trees that were installed by the builder or Winding Brook Association, which are dead or badly damaged.
  - 3.3.2 Small annual flowering plantings less than 24" tall may be put in existing non-grass areas. Plantings shall be done only adjacent to the respective owners unit. No grass areas are to be disturbed without the express approval of the Board of Directors. No trees or shrubs are to be removed, replaced, or added without approval.
  - 3.3.3 No plantings are permitted around any trees in the common area.
  - 3.3.4 Plantings must be at least 6" away from edge of landscaped areas to allow for proper grass cutting.
  - 3.3.5 Any such planting will become the sole responsibility of the unit owner(s), with regard to watering, trimming, and removing of dead or diseased plants. If plantings are not properly cared for, the Board of Directors may either contract for proper maintenance, or have them removed, both of which will be at the unit owner's expense.
  - 3.3.6 Planting of vegetables and other edible plants is not permitted.
  - 3.3.7 No unit owner may apply any chemical applications to the common lawn areas, trees, shrubs, flowers.
  - 3.3.8 All annual plants must be removed at the end of the growing season by the unit owner(s).

3.3.9 Flower pots and boxes may be placed on front entrance areas, patios, and balconies. All pots and boxes must be removed after normal growing season. Perennials may remain.

3.3.10 Hanging pots may be used on balconies and patios. Pots must be removed in the winter season. We recommend pot colors must compliment outside unit colors.

3.3.11 No climbing plants which need trellises or other means of support are permitted in common areas (ivy, morning glory, climbing roses, etc.)

3.3.12 No trimming, pruning or removal of brush / bushes, trees, or common ground plantings is permitted.

#### 3.4 Exterior Decorations and Ornaments

3.4.1 All permanent outside decorations or ornaments are specifically denied. Non-permanent decorations, such as statues, busts, pieces, casts, and figures are not allowed on any common element, with the exception of balconies and patios.

3.4.2 Seasonal decorations will be permitted for a limited time, not to exceed three weeks prior and two weeks after any specific holiday, however, in no event shall any light or other decorations be added to any planting.

#### 3.5 Storm and Screen Doors

3.5.1 Storm and Screen Doors may be installed only after approval by the Managing Agent or Board of Directors.

3.5.2 The Managing Agent is authorized to approve the installation of storm/screen doors provided that it meet the following specifications:

- a. It must have full length glass panel.
- b. Its color must conform to the exterior of the unit.
- c. The door quality and design must conform to the standards approved by the Board (specifications will be soon be established by Management and/or the Board of Directors).

3.6 Flag Poles

3.6.1 Small brackets for flags (but not permanent poles) may be used in order to fly one (1) American flag or one (1) ornamental flag.

3.7 Birdfeeders and birdhouses are not permitted on the buildings, common lawn areas shrub beds, balconies or patios.

**Article IV PETS**

***\*\*\*In addition to the pet rules established by BirchGlen, all unit owners and/or residents are required to comply with the Ordinances, including requirements for licensing, set forth with the Township of Piscataway. Violations of Township Ordinances shall also be a violation of these rules and subject to penalties from the Association as well as the Township of Piscataway.***

- 4.1 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the property except that dogs, cats, or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
- 4.2 Animals must be leashed at all times with a length of not more than six (6) feet long.
- 4.3 No pet is permitted to eliminate on trees, plantings, grass, and landscaped areas within the common element. The person handling the pet shall immediately remove and dispose of all droppings/excrement in a sanitary manner.
- 4.4 No pet may be left unattended by the unit owner outside the unit (this includes patios and balconies) or parked in any motor vehicle.
- 4.5 No animals may be kept in an owner's individual unit, which will cause a nuisance of any kind to another unit owner. Pet owners shall not allow their pets to cause any noise, which disturbs the comfort or repose of residents in the vicinity.

- 4.6 Unit owners will be held responsible for any damage caused to common areas by their animal.
- 4.7 No pet shall be walked close to the entrance to any unit or the open lawn area between the buildings.
- 4.8 Pets are not permitted in the tennis courts, pool area, playground, or picnic area, nor are they permitted in the Clubhouse. Seeing-eye dogs or guide dogs are permissible.

**Article V GRILLS, PATIOS and DECKS**

- 5.1 No-permanent grills may be placed on balconies or patios.
- 5.2 No grill or lawn furniture shall be stored on any grass area, at any time, to protect existing grass and facilitate lawn care. No grill shall be placed on any front stoop.
- 5.3 Grills must be kept in a state of good repair, both visually and mechanically. All grills in disrepair must be repaired or removed.
- 5.4 No open flame (gas or charcoal) grills may be used.

**Article VI PAYMENT OF ASSESSMENTS AND PENALTIES FOR NON-PAYMENT**

- 6.1 Monthly installments of annual assessments are due and payable on the first day of each month.
- 6.2 If payment of an installment is not received by the Managing Agent by the fifteenth (15<sup>th</sup>) of the month, the account will be deemed delinquent. A late charge of \$15.00 will automatically be assessed to the account, and a "Late Notice" statement will be mailed to the homeowner.
- 6.3 If full payment of the installment, including late charges is not received within 2 months after the due date (as described in #1 above), the remaining installments for the year will be accelerated and a lien will be placed on the property, with

the cost of filing the lien and associated legal fees added to the delinquent account.

- 6.4 If the Association receives from any owner in an accounting year (January to December), two checks which are returned for insufficient funds, the Board may require all future checks in that fiscal year to be certified. Any applicable bank charges will be added to the account for any returned check.

#### **Article VII UNIT SALE REQUIREMENT**

- 7.1 At the time of closing, a purchaser buying a resale unit is responsible for transmitting to the Management Agent a copy of the closing statement as evidence of title transfer, and in order to properly change Association's unit owner records.
- 7.2 Purchasers of units, are responsible for paying pro rated maintenance for the current month, plus one full months maintenance in advance. In addition...
- 7.3 All Purchasers of units are responsible for paying a \$500.00 membership fee at the time of closing which shall be non-refundable and non-transferable.
- 7.4 Unpaid assessments remain with the unit. In the event a purchaser does not insure that assessment payments are current at the time of closing, the purchaser shall become responsible for payment of any outstanding assessments (which include maintenance assessment payments, violation fees, lien fees, late charges, or any other assessment levied on the unit by the Board).

#### **Article VIII VIOLATIONS AND ENFORCEMENT PROCEDURES**

- 8.1 Any violation of the above Rules and Regulations, (with the exception of violations of Architectural and Grounds), will be handled as follows:

- 8.1.1 Any violation of the said rules and regulations should be brought to the attention of the Managing Agent, IN WRITING.
- 8.1.2 The Managing Agent will notify the resident/owner by first class mail (for first offense and first class and certified mail (RRR) for subsequent offenses) of the reported violation. When the resident/owner does not agree that a violation is valid or has been committed, (s)he must contact the Managing Agent within five (5) days from the date the notice of the violation was received, and answer with specificity of the complaint. Failure to respond within five (5) days from the date that the notice of violation was received shall be considered an admission the violation does/did exist as reported.
- 8.1.3 The first violation of a rule or regulation is considered a "Friendly Reminder". No penalty shall be assessed provided that the violation is corrected within specified number of days in the letter of notification. Notification of subsequent violations shall be by both first class and certified mail (RRR) and shall be subject to penalties as outlined in this article.
- 8.1.4 Following the initial "Friendly Reminder" notification, the penalty for continuing disregard of the rule and regulation in question will be a \$25.00 fine.
- 8.1.5 Violations that are repetitive by nature, shall be (so long as the violation exists), in a sum deemed necessary by the Board of Directors to enforce removal of the violation. Fines shall accrue as of the date notification is received by the unit owner unless compliance is achieved within the specified date.
- 8.1.6 A resident/owner wishing to appeal the violation notice or fine may send a written appeal to Managing Agent or the Board of Directors for consideration and review. The owner may request to personally appear at the Board of Directors meeting to be heard.
- 8.1.7 The Board of Directors will at no time accept responsibility for the settling of disputes between unit owners and/or tenants.

- 8.1.8 Fines are additional assessments against a unit. Failure to pay fines will result in a lien being placed on the unit.
- 8.1.9 Violations, which have been ignored, or left uncorrected, will be reviewed by the Managing Agent or by the Board of Directors for further action.
- 8.2 Any violation of the Architectural and Grounds Rules and Regulations, will be handled as follows:
  - 8.2.1 Any violation of the above related rules and regulations should be brought to the attention of the Managing Agent, IN WRITING, by any resident.
  - 8.2.2 The Managing Agent, or if necessary, the Board of Directors, will determine if a violation does, indeed, exist. If a violation does exist, the offending unit owner must be notified by mail and asked to correct the violation within a specified time frame. A resident who receives notification of a violation, but does not agree that a violation exists, must call the Managing Agent within five (5) days to discuss the situation. A lack of response will be assumed to be an admission of the violation.
  - 8.2.3 Once it is found that a violation exists as determined in section 8.2.2., the unit owner will have a specified time frame to correct said violation. If it is not corrected in that time frame, the Association will make such correction and charge the cost of the correction including reasonable administrative costs, to the unit owner. If the bill is not paid when presented, a lien for the cost of the correction, plus interest at the highest rate permitted by law, will be placed against the violating unit.
  - 8.2.4 Violations, which have not been corrected, will be reviewed by the Managing Agent or the Board of Directors. Offending unit owners may be subject to legal action by the Board of Directors.
- 8.3 Violation of the Rules and Regulations regarding parking/vehicles shall be handled as follows:

- 8.3.1. The Managing Agent shall notify the owner of any vehicle parked or stored in violation of the rules and regulations by placing a notice on the vehicle in violation. Or, if the owner of the vehicle is identified they will be notified via first class mail for the first violation.
  - 8.3.2. If the violation is not corrected within the time frame noted on the notice, the Managing Agent shall arrange for the towing of the vehicle. Costs for towing and storage shall be borne by the owner of the vehicle.
  - 8.3.3. In the event that the Managing Agent determines that a hazard exists from the violation, e.g., vehicle parked in front of a fire hydrant, vehicle parked in roadway overnight during snow removal operations, etc., the managing Agent shall have the vehicle immediately towed at the owner's expense.
- 8.4 Violations of the Master Deed, By-laws, or Rules and Regulations, which constitute a hazard to life or property, may be corrected by the Association through its Managing Agent forthwith.
- 8.4.1. An attempt to contact the owner or person causing the hazard will be made either personally or by telephone. If unsuccessful, the Managing Agent shall record these efforts and immediately proceed to eliminate the hazard.
  - 8.4.2. The timeframe allowed to contact the owner or person causing the hazard shall be left to the discretion of the Managing Agent who shall consider the severity of the hazard and the immediacy of its threat to life or property.
  - 8.4.3. Both homeowner and/or tenant will be responsible for any and all legal charges associated with obtaining homeowner compliance for charges applied due to a violation.
  - 8.4.4. All homeowners will be notified of tenant's violations in writing.



- 8.5. Any fines or penalties imposed by a municipal or other governmental jurisdiction against the Association, as a result of a violation of law by a homeowner (or tenant pursuant to Section 1.11) shall be paid by the unit owner.

## Article IX RECREATIONAL FACILITIES

### 9.1. General

9.1.1. Pool identification badges will be issued to owners only. It is the responsibility of the unit owner to forward these badges to their tenant prior to the opening of the pool.

9.1.2. The issuance of pool badges and the use of all recreation facilities is subject to the provisions of the Master Deed, By-laws, and the Rules & Regulations. This is inclusive, but not limited to the requirement that ALL assessments, additional assessments (late fees, violation fees, etc.) or other fees due the association are paid in full. The privilege to use these facilities shall be automatically suspended upon any unit owner's account being delinquent.

9.1.3. Pool badges shall be issued as follows:

- a. Number of badges for each unit to be determined at a later date.

9.1.4. Guests may utilize the pool facilities. Details to be provided at a later date.

9.1.5. Pool badges must be worn as identification at all times while using the pool facilities.

### 9.2. Pool

9.2.1 Use of the pool is restricted to residents of Birch Glen and their guests. Guests must be accompanied by a member of the Association.

9.2.2 Children under 12 must be accompanied by an adult at all times.

9.2.2.1. Children in disposable diapers are not permitted in the pool.

9.2.3. Food and non-alcoholic drinks are permitted in the pool area however; no eating, drinking or smoking is permitted in the pool.

9.2.3.1 Under no circumstances will glass be permitted anywhere within the pool area.

9.2.4. Tables, chairs and lounges cannot be reserved in advance. Residents may bring their own chairs and lounges but the Association will not be responsible for any damage or loss. Residents may not leave their belongings at the pool overnight.

9.2.5. Bathing suits only are permitted in the pool. Cutoffs are not considered bathing suits and may not be worn into the pool.

9.2.6. Flotation devices such as rafts, tubes etc. are not permitted in the pool. Personal flotation devices are permitted to be worn by children.

9.2.7. No running around the deck area of the pool. No horseplay or loud music as this will disturb the surrounding bathers or neighbors in the proximity of the pool.

9.2.7.1. Ball playing, frisbee playing and the like will be permitted depending upon crowding conditions and at the sole discretion of the lifeguard.

9.2.8. No pets are allowed in the pool area.

9.2.9. Lifeguards have the final say as to whether the pool will be open or closed during inclement weather, and shall be authorized to enforce these rules and regulations.

9.2.10. The hours of pool operation shall be determined by the Board each year.

- 9.2.11. The use of the pool when a lifeguard is not on duty is prohibited.
- 9.2.12. Any person showing evidence of skin disease, sore or inflamed eyes, colds, nasal or ear discharges or any communicable disease will be refused admission to the pool.
- 9.2.13. Persons with severe sunburn, open blisters, cuts, or bandages will be refused admission to the pool.

### 9.3. Tennis Courts

- 9.3.1. Tennis shoes and proper attire are required.
- 9.3.2. Guests must be accompanied by a member of the Association. At least one resident must play on the court at all times.
- 9.3.3. Youngsters under 10 may use the court only when accompanied by adult residents.
- 9.3.4. No food or drink is permitted on the court.
- 9.3.5. No one is permitted to give instruction for hire to non-residents.
- 9.3.6. Bicycles, skateboards, skates, etc. are strictly prohibited from the courts.
- 9.3.7. Jumping over the net is prohibited.