

# Arbors Condominium Association

## Rules and Regulations

Published, June 2023

The Rules and Regulations as outlined below were originally established in the Arbors Condominium Association Public Offering Statement By-Laws, Article XIV, Sections 1-26, and have since been updated and amended by the Arbors Condominium Association Board of Trustees.

All homeowners and residents are required to abide by these Rules and Regulations. As outlined in the Master Deed, failure to comply may subject you to fines totaling up to \$5000, as well as the suspension of Raintree Community amenity privileges. All homeowners and residents are also subject to the rules and regulations put in place by the Raintree Community Association governing the Raintree community common elements.

Homeowners are responsible to inform their tenants and guests of these Rules and Regulations when in the Arbors Condominium Association Community and are ultimately responsible for the payment of fines resulting from violations of the rules by guests and tenants.

**Section 1. USE OF PROPERTY** - No part of the property shall be used for other than single family residential dwellings and the common recreational purposes appertaining thereto. No commercial business operations, sales, or trade shall be conducted out of any unit. The number of occupants of a unit cannot exceed the legally allowed occupancy limit imposed on the Freehold Township Certificate of Continued Occupancy (CCO).

Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance of any other buildings or contents thereof applicable for residential use without the prior written consent of the Board of Trustees. No owner shall permit anything to be done or kept in his unit or in the Common Elements which will result in the cancellation of insurance on any of the buildings or contents thereof or which would be in violation of any law.

**Section 2. BUILDING EXTERIORS** – Homeowners are responsible for the maintenance and upkeep of their unit’s exterior doors, door kick plates, windows, back patio, front porch, garage door, garage apron, and all trim and casings around the doors and windows. Any changes, upgrades, repainting, or modification to any of the unit’s doors, windows or patios must first be approved by the Arbors Condominium Association by completing a property change modification form and submitting it to the management office for approval.

All of the exterior siding, roofing, chimneys, walkways, fences, and driveways are part of the Common Elements owned and maintained by the Arbors Condominium Association. Homeowners do not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any building. Homeowners and residents shall not cause or permit anything to be hung or displayed or placed on the outside walls or doors or fences of a building without the consent of the Board of Trustees. No nails, screws, or holes or glue are allowed on any of the condominium building siding, fencing, or trim. Installation of any ventilation ports or chimneys through the roof or siding or any awnings fastened to the building is expressly prohibited without prior written permission from the Arbors Board of Trustees.

All Arbors back yards are property of the Arbors Condominium Association. Residents have the right to use their back yards within the Association rules guidelines. Any modifications to the back yard area must first be approved by the Arbors Board by submitting a property modification change form to the management office. Modifications include but are not limited to any changes or additions to the patio, installation of pavers or ground cover, planting of any landscape shrubbery, relocation of the AC/heat pump compressor unit.

### Section 3. ADDITIONAL EXTERIOR RULES

A. **SIGNS** - Signs are not permitted on the exterior of any unit or in the ground in front of a unit. Homeowners and residents have the right to place one "For Sale" or "For Rent" sign on unsold or unoccupied units INSIDE the unit in the window as long as that sign does not exceed 144 square inches in area.

B. **CAMERAS** - No wall mounted cameras are permitted to be mounted on the exterior of any unit. The only exception is a "Ring" doorbell with a camera is allowed or a camera mounted to the front door frame or light fixture is allowed. Cameras may be mounted inside a unit aimed out a window.

C. **HOT TUBS** – No hot tubs or small pools are allowed outdoors unless they are completely emptied when not in use.

D. **FENCES** – No fences or barriers are allowed to be installed or erected in the back yard or front yard unless it is a temporary barrier that is removed when no one is present.

E. **BBQs** - Barbeque Grills are allowed in the back yard on the patio but MUST be stored a minimum of FIVE FEET away from the fences and the building. Open fire pits are not allowed in the back yard.

F. **SATELLITE DISH OR ANTENNA** - No external or visible radio, television, satellite dish, or any type of communication aerial shall be installed or affixed on or about the exterior of any building constructed or erected on the property, or elsewhere on such property.

G. **LOUDSPEAKERS & FLOODLIGHTS** - No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted. No unshielded floodlights shall be installed in any exterior area of any unit.

H. **WALKWAYS** - The sidewalks, entrances, passages, courts and patios must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

I. **PATIOS** - No portion of the outdoor property including the back yard patio shall be used or maintained for the dumping or storage of rubbish or debris. Patios that become discolored from dirt or mold or mildew must be kept clean by the homeowner. Patios cannot be used as storage areas for boxes, containers, furniture, or any household items. Residents are allowed to have one outdoor storage container on their patio that is no bigger than 6x4x4 feet in dimension.

J. **FRONT DOOR** - Re-painting of the front door must conform to one of the four approved SHERWIN WILLIAMS colors: (1) Deep Green – SW 7750 - Olympic Range, (2) Dark Red – SW 7594 - Carriage Door, (3) Medium Gray – SW 7017 – Dorian Gray, and (4) White. More details on these colors can be obtained from the management office. Residents that paint their front door a different color without Arbors Board approval will be required to repaint their door to adhere to this rule, or will be fined. Residents are allowed to install storm/screen doors over their front door but must first submit a property change modification form to get approval from the Arbors Board.

K. **DOOR KICKPLATES AND CASINGS** – The kickplates under the front door and the back patio door are the responsibility of the Homeowner and must be kept in good condition and painted when in need of painting. The front door kickplate can be painted white or painted the same color as the door. The back patio kickplate must be painted white. The casings (trim work around the front door and the back patio door) must be kept in good condition and painted white when in need of painting. Alternatively, the front door casings can be painted the same color as the front door or white.

L. **GARAGE DOORS** – All garage doors must remain closed when not in use. All damaged garage doors must be repaired or replaced. Replacement garage doors must first be approved by the Arbors Board by submitting a property change modification form to the Management office for approval. Replacement doors must adhere to the community standards for color and door style. All residents with garages using power door openers are strongly encouraged to install a Chamberlain7702CB Quick release lock garage door opener on their garage door in the event the motor unit or electric fails in which case you will not be able to get access into the garage. The quick release lock lets you open the door and bypass the motorized unit.

M. **LIGHT FIXTURES** – Homeowners are responsible for the maintenance and upkeep of the two outdoor light fixtures attached to their unit (front door and back patio door). Spotlights and flood lights are not allowed. No additional outdoor light fixtures shall be installed by any homeowner or resident without permission from the Arbors Board of Trustees.

N. **LAUNDRY** - No laundry or other clothes may be hung or displayed outside any unit.

O. **EV CHARGING UNITS** – Residents that wish to install an Electric Vehicle (EV) charging unit must install the unit inside the garage. Absolutely no EV chargers may be installed on the exterior of the garages or on any of the common element property. Most EV chargers provide a long enough cord that the vehicle can be left on the driveway with the cord running under the closed garage door during charging cycles. The homeowner is responsible for all liabilities associated with installing an EV charger in the garage. Understand that in order to install a level 2 EV charger, you must provide a 200 volt line with a minimum of 40 amps which would require new wiring from the main electrical panel in the house utility room, through the crawl space, then underground to get to the garage.

P. **SOLAR PANELS**- Solar panels mounted anywhere on the building or grounds are prohibited.

Q. **CRAWL SPACES** – All residents, homeowners, visitors, and vendors are prohibited from accessing the crawl spaces under the Arbors Condominium units without express permission from the management company. Anyone that has a need to enter the crawl space must first request permission to access from the property manager. Homeowners will be liable for their vendors accessing the crawl space without first getting management permission and will be fined for such violations.

R. **COAX CABLES** – Coaxial cables used to television and internet cannot be placed exposed on the exterior of the building or on the roof or in the rain gutters or laying on the ground. Every attempt should be made to route cabling inside the unit. Exterior cables are allowed up to a length of 36 inches and must be white in color. Absolutely no black cables can be exposed over the vinyl siding or trim.

**Section 4. LANDSCAPING** - No unit owner or resident shall build, plant, or maintain any matter or thing upon, in, over or under the Common Elements without the prior written consent of the Association. Residents that wish to make landscape upgrades around their unit at their own expense must first complete a property modification form and submit it to the management office for Arbors Board of Trustees approval prior to making any modifications. Planting of annuals or small perennials does not require board approval.

**Section 5. PETS ALLOWED** - No animals, livestock or poultry or any kind shall be raised, bred or kept in any unit or in the Common Elements. One dog or cat only is permitted in each unit, provided that they are not kept, bred or maintained for any commercial purpose, and that they are housed within the unit. No outside dog pens, fencing, tethers, enclosures, or yards are permitted. An exception allowing two dogs and/or cats is allowed if the total combined weight of both dogs/cats does not exceed 100 lbs. Residents with two dogs/cats must register their pets with the management office and provide proof of weight of the two pets (copies of veterinary medical examinations with the weight is acceptable). Any dog deemed vicious by the Arbors Board of Trustees must be removed from the premises within 14 days of notification. Dogs MUST be on a leash when being walked outside. Cats must be kept indoors or walked on a leash and are NOT allowed to roam around outside. Residents are responsible for picking up their animal waste from the ground and properly disposing of it. “Poop Stations” are provided in the Arbors and throughout the Raintree community. Violation of this rule can result in a fine of hundreds of dollars.

**Section 6. INTERFERENCE AND DISTURBANCES** - No noxious or offensive activity shall be carried on in any unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become any annoyance or nuisance to the unit owners or other occupants, or interfere with the rights, comforts or conveniences of other owners.

No unit owner shall contract for or perform any maintenance, repair, replacement, alteration or modification of the Common Elements or any additions thereto. No owner shall take or cause to be taken any action within his unit which would jeopardize the soundness or safety of any part of the Condominium property or impair any easements or rights appurtenant therefor or affect the Common Elements.

No immoral, improper, offensive or unlawful use shall be made of any unit; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be adhered to.

Draperies, blinds, curtains or other window coverings must be installed by each unit resident on all windows of the unit and must be maintained in said windows at all times. Windows with damaged vapor barriers must be replaced at the homeowner’s expense and require Arbors Board approval through a property change form submitted to the management office.

**Section 7. STORAGE OF TRASH CANS** - Trash, garbage or other waste shall be kept in sanitary trash containers. These containers must be stored inside the garage of those units the have a garage. Only Aspen Units that do not have a garage may store their containers behind the privacy fence. Residents that do not properly store their trash containers will be fined and may have their containers confiscated. Garbage is to be put out no earlier than 6:00 p.m. the night before pickup and returned to the garage or privacy fence by no later than the evening of the day of pickup. Recycle materials must be placed in a separate open container no earlier than 6:00 p.m. the night before recycle pickup. Recycle pick-up dates are posted on the Raintree website calendar. [www.raintreeassociation.com](http://www.raintreeassociation.com)

**Section 8. BULK TRASH PICK-UP** – Small bulk trash pickup is done Fridays is now limited to select items only. NO large items will be accepted that are greater than 6ft in length OR that weigh more than 50lbs. Carpet, branches, must be tied up and bundled, 4ft in length maximum. Wood pieces must have no nails in them. Any upholstered items including mattresses, box springs, must be sealed in plastic wrap/bag. BBQ Grills must have propane tanks removed.

UNACCEPTABLE ITEMS include: Major appliances (washers, dryers, refrigerators, dishwashers), Television sets, Computers, Car or truck batteries, Tires, Waste Oil, Paint Cans, Insecticides, Motors, Tanks – welding or gas, Metal Drums, Asbestos, Soil, Medical Waste, Concrete/Cement. Disposal of these items are the resident’s responsibility. Most of these items can be dropped off at the Freehold Township Recycling Center on Jackson Mills Road. Residents that leave bulk items at the curb that are not picked up will be given 24 hours to remove the items and then will be fined on a daily basis until the items are removed and properly disposed of.

**Section 9. PARKING AND DRIVING** – Homeowners and residents may park their personal vehicles in their garage and/or assigned driveway. Units without a garage are assigned a parking spot with their unit number painted at the head of the driveway. Homeowners and residents as well as guests may park their vehicle in a “guest spot” labeled with the letter “G”, as well as on the street in areas where street parking is allowed. Any vehicles parked in a guest spot or on the street for more than 14 consecutive days are considered “vehicle storage” and are in violation and subject to fines and to being towed. No trailers, boats or inoperable vehicles are allowed to be parked in guest parking spots or on the street at any time.

No commercial vehicles, trailers, boats or inoperable vehicles may park anywhere (including driveways) within the development between the hours of 10:00 p.m. and 6:00 a.m. A commercial vehicle is defined as any vehicle which contains advertising on its exterior, or which bears commercial or livery license plates, or which is primarily used for commercial purposes or public transportation purposes, or which is primarily used for the transportation of machinery, equipment and/or other materials or supplies, or which has more than two axles and shall include, but not be limited to, trailers, tractors, buses, oversized pick-up trucks, and construction vehicles. Car repairs, oil changes, tire rotations, or any maintenance of vehicles is prohibited on all driveways and streets in the Arbors Community unless it is an emergency repair service. Residents are allowed to service their vehicles if parked inside the garage.

The speed limit within the Arbors Community is 15 MPH. Homeowners and residents cited for exceeding the speed limit will be fined. Guests of residents that exceed the speed limit will result in a fine being assessed against their host resident’s Arbors account.

**Section 10. RENTAL OF UNIT** - Arbors Condominium unit owners have the right to lease the unit they own, provided that said lease is in writing and made subject to all provisions of this Master Deed, the By-Laws of the Association, this set of rules, and other documents referred to herein, including the right of amendment reserved to grantor herein, and provided further that any failure of the tenant to fully comply with the terms and conditions of such documents shall constitute a default under the lease. All tenant leases MUST be written leases for a minimum duration of ONE year and a maximum of three years. A copy of the newly signed lease must be provided to the Management office within 14 days of signing, along with a \$100 Renters fee payable to the Arbors Condominium Association and a copy of the Certificate of Continues

Occupancy (CCO) from the Township of Freehold. The written lease must list all allowed occupants of the rented unit, including any children allowed to live in the unit. Upon expiration of the lease, a signed copy of a new lease or lease renewal must be provided to the Management office (no fee for renewals with the same tenants).

**10A. NON-LEASE TENANTS** - Arbors Condominium unit owners have the right to allow non-lease tenants to occupy the unit they own. A non-lease tenant is an occupant that does not have a written lease and does not pay any compensation to the landlord for the use and occupancy of the unit. Non-lease tenants are typically family members related to the unit owner. All landlords that allow a non-lease tenant to occupy their unit must provide a letter of explanation to the Management Office explaining that they are allowing the non-lease tenants to occupy their unit for no compensation. If the unit owner is a trust or an LLC and the unit is occupied by non-lease tenants, then the trustee of the trust or the principal of the LLC must provide the letter documenting that they are allowing the non-lease tenant to use and occupy the unit for no compensation.

**10B. USE OF AMENITIES FOR TENANTS** – The unit owner has the right to retain ownership of the Raintree amenities associated with the unit they own which includes access to the clubhouses and recreational activities as well as obtaining vehicle tags at no charge. Alternatively, the unit owner can relinquish the amenity rights to the tenant occupants, in which case the owner will not have access to the Raintree recreational amenities (unless they are a guest) and will not be entitled to a vehicle tag at no charge. If the account for the unit is in arrears because of non-payment of monthly fees or fines, the use of amenities of that unit will be suspended until the account is back in good standing.

**10C. ADDITIONAL TENANT RULES** - Any tenant that violates the rules and regulations of the Arbors Condominium Association or the Raintree Community Association and is assessed a fine, is obligated to pay that fine within 14 days. Fines assessed against tenants that are not paid will then become the responsibility of the landlord unit owner to pay and will become a lien against said property and accrue late fees if still not paid.

No unit shall be rented by the owners thereof or otherwise utilized for transient or hotel purposes, which shall be defined as “(1) rental for any period less than one year; or (2) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry or linen, and bellboy service. A unit owner may rent a unit for a period of less than one year to a contract purchaser. No unit owner may lease less than an entire unit as a single rental entity. “Month-to-month” rentals are NOT ALLOWED in the Arbors.

In the event a tenant of a unit defaults under his lease by failure to comply with the provisions of this Master Deed, By-Laws or Rules and Regulations of the Association, then, in addition to all other remedies which it may have, the Association shall notify the unit owner of such default(s) and demand thirty (30) days after such notice. If such default(s) is not cured within said thirty (30) day period and fines assessed paid in full, then the unit owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such default(s). Such action shall not be compromised or settled without the prior consent of the Association. In the event the unit owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the unit owner, at the unit owner’s sole cost and expense, including all legal fees incurred. Said cost and expenses shall be deemed to constitute a lien on the particular unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Common Expenses. By acceptance of a deed to any unit, each and every unit owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this subparagraph.

**Section 11. UTILITIES** - Each unit owner or resident shall pay for their own utilities associated with their unit, which includes electric, gas, water, sewer, and internet, if any, which are separately metered or billed to each user by the respective utility company. Utilities that are not separately metered or billed shall be treated as part of the Common Expenses.

Natural Gas service was installed in the Arbors several years ago and is available to each unit as a convenient lower cost option for heating, hot water, clothes dryer, and stove/oven. Unit owners that are still on “all electric” service that want to consider adding natural gas should contact the Management office for more information. A “Conversion to Gas” form must be completed and approved and unit owners must obtain the appropriate permits from Freehold Township and must use a licensed plumber to install the gas line from the meter manifold to the needed location inside the unit.

**Section 12. CLOTHES DRYER VENT CLEANING** - The Arbors Condominium Association Board passed a Resolution on April 23, 2009 requiring all dryer vents to be properly cleaned by a certified dryer vent cleaning company every two (2) years. The Management Company hires the certified dryer vent cleaning company to do the job and the cost per unit is assessed to each unit in the Arbors. The dryer vent cleaning is mandatory and every unit owner and occupant must cooperate to allow the cleaning company to have access to the dryer vent from inside the unit.

**Section 13. FINES AND REMEDIES FOR VIOLATIONS** – Violations of any of these Arbors Rules and Regulations can result in fines assessed against a resident of up to \$5000 per occurrence. In most cases, a warning (either verbal or in writing) will be presented to the resident by the Management company with a reasonable amount of time to allow the resident to remedy the violation issue. However some more egregious violations will result in a fine levied on the first occurrence. Certain violations can accrue a daily fine (usually \$25/day) until the violation is resolved. Violations such as speeding/reckless driving and not picking up dog waste will incur a steep fee and with no warning letter. Keep in mind that violations that continue unresolved for an extended period of time can accrue thousands of dollars in fines. And fines that remain unpaid can result in late fees and interest on the balances due as well as a suspension of access to Raintree Amenities. It is therefore best to avoid violating these community rules and if a resident does incur a violation, the resident should try to remedy the situation as soon as possible. Tenant residents are assessed violation fees and if they are not paid, the amounts due are assessed against the landlord for payment and collections. The Arbors Board maintains jurisdiction over the assessment of fines and makes every attempt to be consistent with treating all resident household equally.

**Section 14. LATE FEES AND INTEREST CHARGED ON LATE BALANCES DUE** – In the event that any assessments, monthly maintenance charges, or other past due balances on the homeowner’s account remain unpaid for more than ten (10) days after the same shall become due and payable, a \$10.00 late charge shall be levied against the unit. In addition, such past due charges shall bear interest from the date due at the rate of 5 percent per annum, billed and accrued on a monthly basis. The right of the association to foreclose the lien aforesaid shall be in addition to any other remedies which may be available to the Association for the collection of such past due charges and expenses.