

ALEXANDRIA AT HILLSBOROUGH

CONDOMINIUM ASSOCIATION

“CODE FOR CONDOMINIUM LIVING”

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“CODE FOR CONDOMINIUM LIVING”

INTRODUCTION

CONDOMINIUM LIVING IS A NEW EXPERIENCE FOR MANY OF US AND REQUIRES AN UNDERSTANDING OF ITS OPERATION.

With everyone’s cooperation, all may enjoy the advantages of this unique style of life.

IN ORDER TO CREATE A CONGENIAL AND DIGNIFIED RESIDENTIAL ATMOSPHERE, YOUR BOARD OF TRUSTEES HAVE EXTRACTED THE MANDATED RULES AND REGULATIONS AS PUBLISHED IN THE COVENANTS OF THE CONDOMINIUM AND REPRINTED THEM FOR THE GUIDANCE OF ALL RESIDENTS AND THEIR FAMILIES.

The rules are designed to establish order in a small community; the enforcement procedures are designed to ensure that order can be maintained. Please read these rules and instruct your family (and your tenants). Only by your following these guidelines can successful community living be achieved. Any questions or complaints should be made to :

Management Solutions Plus, 4 Jill Court, Bldg 22 Unit 3, Hillsborough, NJ 08844

Phone: 908-883-0110

IT IS HOPED THAT WE MAY HAVE THE UNDERSTANDING AND COOPERATION OF ALL RESIDENTS AND GUESTS IN ORDER THAT WE MAY ALL ENJOY THE BENEFITS OF CONDOMINIUM LIVING TO THE FULLEST.

RESTRICTONS ON USE AND OCCUPANCY

COMMON ELEMENTS

“The common elements shall be used only by the unit owners occupants and their agents, servants, tenants, family members, invitees and licensees for access, ingress to and egress from the respective units and for such other purpose incidental to the use of the units: provided, however, areas designated for a specific use shall be used for the purpose approved by the Board. The use, maintenance, and operation of the common elements shall not be obstructed, damaged, or unreasonably interfered with by any unit owner and shall be subject to any lease, concession or easement presently in existence or entered into by the Board at some future time affecting any part or all of the said common elements.” (1)

DOOR LOCKS

The Board resolved that any resident who wishes to lock the common outside door may do so. The other resident sharing that door must be notified of the first one’s intention. A door bell can be installed by the Condominium at the resident’s expense. Please contact Management for details. Also, an automatic lock (which locks each time the door closes) can be installed by the Condominium. Please call Management to make arrangements.

PLAY AREAS:

There is a playground, basketball court, tennis courts and swimming pool for recreational use. Ball playing and other active sports should not be pursued on the common grounds directly adjacent to the living units.

SMOKE ALARMS:

PLEASE!!! Do not disconnect the smoke alarms in the common areas- they are there for your protection. If they sound off, alert management – but NEVER disconnect them. The smoke alarms in personal quarters should be kept intact and active, as well. This is your family's safety feature – keep it maintained!

OWNER PLANTINGS:

Residents who want to put in plantings or shrubs must obtain the Board's approval. (Not including annuals). Those items planted without approval can be removed by the Association. Once planted, all plantings then become part of the Common elements and will be maintained by the Association within budget constraints. Plantings cannot be removed from the premises. Also, any resident who damages or removes plantings will be charged accordingly.

HOUSING:

“No part of the property may be used for purposes other than housing and the related common purposes for which the property was designed. The foregoing restrictions as to a residence shall not, however, be construed in such a manner to prohibit a unit owner from maintaining a personal professional library, or keeping his business or professional records or accounts or handling his personal business or professional telephone calls or correspondence. (1)

MAINTAINANCE RESPONSIBILITY OF UNIT OWNER:

1. All plumbing inside the unit and any pipes which are used exclusively by that unit. This includes the sinks, tubs, showers and water and sewer pipes used solely by that unit.

If a leak occurs in the upper unit and causes damage in the lower unit, it is the legal and financial obligation of the unit where the leak originated to pay for repair to the other damaged unit. This is not the responsibility of the Condominium Association.

Tenants should seek assistance from their landlord in these situations.

2. Windows and screens are the responsibility of the owners.

3. Also, doors used exclusively by that unit. (Painting of hall and outside of door is provided by Condominium from time to time).

4. PEST CONTROL inside the unit must be maintained by the resident. Call Management if there are serious problems.

OUTSIDE FIXTURES:

“No poles or lines shall be installed or maintained.(1) No unit owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his unit which may be visible from the outside (other than draperies, shades or curtains of a customary nature and appearance, subject to the rules and regulations of the Board) or paint or decorate or adorn the outside of his unit or install outside his unit any canopy, sun shutters, storm shutters or awning or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission and content of the Board or the Managing Agent, acting in accordance with the Board’s directions.”(2)

BALCONIES / STORAGE:

All hanging plants and window boxes must be removed by the end of November. Holiday Décor must be removed promptly after the occasion. No fencing or chicken wire may be placed around the railing.

Wind chimes can be of great annoyance to your neighbors. Please refrain from hanging them out on the balconies.

Balconies are not meant for storage. Storage rooms are available for this purpose.

Carpeting has been installed over recent years contributing to the deterioration of the balcony flooring. All present carpeting is to be removed and none will be permitted to be installed in the future.

PETS:

“No animal, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the common elements. Dogs, cats or other household pets are permitted, provided, they not be in excess of two in the aggregate per unit and 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 or yards shall be permitted. All dogs shall be curbed and, what are commonly known as “Pooper Scoopers” shall be utilized by the pet owners to clean up and remove any animal wastes.” (1)

ALL DOGS MUST BE LEASHED AND TOILETED FAR AWAY FROM THE LIVING UNITS. IF A RESIDENT WANTS TO COMPLAIN ABOUT SUCH A VIOLATION, THE COMPLAINT MUST BE SIGNED AND THE VIOLATOR IDENTIFIED.

RESIDENTS WILL BE FINED FOR VIOLATIONS: WHEN TENANTS ARE INVOLVED, LANDLORDS WILL BE FINED.

DOGS MAY NOT BE TIED TO OUTSIDE OF UNIT OR LEFT OUTSIDE.

COMPLAINTS MAY BE FILED USING THE COMPLAINT FORM PROVIDED WHICH MUST BE SIGNED. THE VIOLATOR MUST BE IDENTIFIED BY NAME OR UNIT NUMBER.

VEHICLES:

“No trailer, trucks or commercial or unregistered vehicles, recreation vehicles, boats or the like and no mobile homes of any size shall be stored or housed in the property.” (1)

TOWING PROCEDURE:

All cars which are described above or are not operable, abandoned, unregistered or being stored by non-residents will be subject to the following policy:

1. TOW WARNING stickers will be put on cars to alert owners that their car will be towed if not moved within 10 days.
2. If no owner can be found, and after 10 days, if there is no action to the sticker on car, the management will tow the car at the condominium's expense. The car will be stored at the owner's expense, payable to the storage company.
3. If owner is found, notice will be sent to inform him that if the car is not made operable or moved from the premises within 10 days, the car will be towed and stored at the owner's expense.

TRASH:

“No portion of the common elements or of the property shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers on the property for weekly or more frequent collection.” (1)

DUMPSTERS:

Please throw garbage inside – put in through the side doors. Do not leave trash or boxes on top of the dumpster.

Boxes must be collapsed and put inside the dumpster.

RECYCLING SHED:

Recycling is mandatory in Somerset County. There are 2 sheds for your use: behind Building #527 on Andria Avenue and behind building #32 on Deanna Drive.

ALUMINIUM CANS should be washed and put in a separate plastic trash bag.

GLASS should be washed, labels removed and placed in a separate trash bag.

NEWSPAPERS must be bundled and tied with cord or placed in large paper food market bags. Corrugated board and cardboard must be broken down, stacked and tied in 24” bundles or placed in brown paper bags.

SCHEDULED PICK UP IS 2ND AND 4TH FRIDAYS OF EACH MONTH. PLEASE DO NOT PUT OUT ITEMS TILL THE EVENING BEFORE THOSE 2 DAYS.

NOISE/ LOUDSPEAKERS:

“No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted. No unshielded flood lights shall be installed in any exterior area of any unit.” (1)

IF THERE IS A NOISE DISTURBANCE, CALL THE POLICE WHILE IT IS HAPPENING. THEY WILL RESOLVE THE PROBLEM AT THAT TIME.

SIGNS:

“No signs of any kind shall be permitted upon the property except sales signs of sponsor.” (1)

AERIAL & SATELLITE DISHES:

“No external or visible radio, television 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.” (1)

INSURANCE:

“Nothing shall be done in any unit in or upon the common elements which will increase the rates of insurance of the building (2) or the contents thereof beyond the rates applicable to all units, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his unit in or upon the common elements which would result in the cancellation of insurance on any of the building or the contents thereof, or which would be in violation of the law.” (1)

ALL RESIDENTS SHOULD CARRY INSURANCE FOR THEIR INTERIOR PRIVATE AREAS AND PROPERTY.

OFFENSIVE BEHAVIOR:

“No unlawful noxious or offensive activities shall be carried out in or upon the common elements or in any unit, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Condominium.” (1)

UNLAWFUL ACTS:

“No immoral, improper, offensive or unlawful use shall be made of any unit: all valid laws, zoning ordinance and regulations of all government bodies having jurisdiction thereof shall be complied with.” (1)

RENTAL REGISTRATION:

“No unit shall be rented by the owner thereof, (except by the sponsor or a lender in possession of such unit following default of a first mortgage, a foreclosure proceeding or any other deed or arrangement in lieu of foreclosure) for any period less than one year or for transient purposes; provided, however, that any unit owner may rent for a period of less than one year to a contract purchaser. No owner may lease less than an entire unit. All leases shall be made in writing and made subject to all provisions of the Master Deed, the by-laws of the Association and other documents referred to herein including any right of amendment thereof provided further than any failure of the lease to fully comply with the terms and conditions of such documents shall constitute a default under the lease.” (1)

RENTAL REGISTRATION IS REQUIRED FOR ALL UNITS EACH TIME A NEW TENANT IS MOVED IN. FORMS ARE AVAILABLE FROM MANAGEMENT AND A FEE WILL BE PAYABLE EACH TIME AS WELL. NON-REGISTRATION IS CONSIDERED A FINEABLE OFFENSE.

STRUCTURAL CHANGES:

“No unit owner may make any structural additions, alterations or improvements in his unit or of the common elements without the prior written approval of the Board, except as hereinafter set forth. Should any unit owner make any alterations, additions or improvements within the unit, such unit owner shall be responsible for any damage to other units, the common elements and the property of any part thereof, resulting from such alterations, additions or improvements.” (1)

STORAGE:

“Articles of personal property belonging to any unit owner such as baby carriages, bicycles, wagons to Unappolstered furniture and other articles shall not be stored or kept in the corridors, hallways or other common areas, except in the common storage area.” (3)

SEE ATTACHED STORAGE RESOLUTION.

KEYS MAY BE OBTAINED FROM *Management Solutions Plus*

- (1) Public Offering Statement under Restrictions of Use and Occupancy page 18
- (2) By-Laws. Article VI. Section 1.
- (3) By-Laws. Article VI. Section 4.

** The amendment changing the rental period from one month to one year was overwhelmingly approved by the Membership. This amendment has been filed and recorded in the Somerset County Clerk’s office. It is effective immediately and has been distributed to the Membership.

PETS

1. All permitted pets must be housed totally within residential units.
2. Outside dog or cat cages, houses, runs, tethers, or any other manner of tying or securing such animals to any portion of the Common or Limited Common Elements is prohibited. No dogs are permitted to be left out on any deck or balcony at any time, unless in the presence of the dog owner.
3. No dogs shall be permitted to roam free on any portion of the Common or Limited Common Elements at any time. All dogs must be on a leash when using such areas at all times.
4. It is the responsibility of any dog owner to repair any damage to the Common or Limited Common Elements. It is the responsibility of the dog owner to clean up and safely dispose of all excrement and debris created by such animal. Disposal of such excrement or debris on any portion of the Common Elements other than dumpsters is prohibited at all times. **All excrement must be inserted into securely tied plastic bags for sanitary and odor producing reasons.** Any visitor or invitee who brings such animals on the property and fails to follow the requirements under this section shall subject the unit or tenant to the penalties set forth below.
5. Mandatory dog registration is required of all Alexandria owners and tenants. The method of registration shall be on a standard form provided by the Association. It is the obligation of the pet owner to update the information of any changes in status or number of dogs and to request the standard form if one has not provided by the Association.

VIOLATIONS OF PET RULES/REGULATIONS:

1. First violation shall result in the Association sending a written notice citing the specific section.
2. Second and subsequent violations shall result in fines of \$25.00 per day per violation being assessed against the unit's account.

THERE MAY OTHER ACTIONS TAKEN BY THE ASSOCIATION IN CASES WHERE A DOG BECOMES A NUISANCE TO NEIGHBORS OR PRESENTS A CLEAR AND PRESENT DANGER TO ANYONE USING THE COMMON ELEMENTS. DOG OWNERS ARE TOTALLY LIABLE AND RESPONSIBLE FOR THE ACTIONS OF THEIR DOGS.

ALEXANDRIA AT HILLSBOROUGH

CONDOMINIUM ASSOCIATION, INC.

RESOLUTION RELATING TO USAGE OF COMMON STORAGE AREAS

WHEREAS, the New Jersey Condominium Act.N.J.S.A. 46:8B-1 et the Master Deed and the By-Laws of the Association empower the Board of Trustees with all duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of the condominium:

WHEREAS, the Association was built with common storage areas for the use of its unit owners:

WHEREAS, pursuant to Article VII. Section 2 of the By-Laws, the Association has the right to assign and control storage areas:

WHEREAS, it has come to the attention of the Board of Trustees that there have been repeated infestations of various types of insects as a result of items stored in the common storage areas:

WHEREAS, the Board of Trustees is vested with the authority to protect the safety and welfare of the unit owners and the property of the Association: and

WHEREAS, the Board deems it necessary and desirable to establish certain general rules and regulations in the use of the common storage areas.

NOW, THEREFORE, BE IT RESOLVED, that the following rules and regulations are hereby adopted:

1. In order to prevent further insect infestations in the common storage areas, it is prohibited to store the following items in the common storage areas: mattresses, clothing draperies and non-functioning appliances. The Board reserves the right to expand this list of prohibited items and further reserves the right to rule specifically that any certain item can be ordered to be removed on a case by case basis.

2. The Board will establish a procedure whereby annually all unit owners and residents must tag item in the common storage area. Under the tag system, any items not having a proper tag for the year in question shall be removed and disposed of as the Board sees fit. Failure of resident or unit owner to properly tag an item absolves the Board from any responsibility for an item disposed of because it did not have a proper tag.

I, Patricia Karp, Secretary of Alexandria at Hillsborough Condominium Association Inc. a New Jersey Corporation, do hereby certify that the above is a true and correct copy of a resolution of the Board of Trustees of said Corporation, duly adopted, and that the same is entered as such in the record of the Corporation.

Date: June 13, 1995

Patricia Karp. Secretary