

OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION  
GEORGIAN TOWNHOUSE ASSOCIATION  
HERITAGE CONDOMINIUM ASSOCIATION  
WILLIAMSBURG TOWNHOME ASSOCIATION

**RULES AND REGULATIONS**  
**SEPTEMBER 2020**

A. **GENERAL**

- 1) Tenants in this document are defined as the primary occupants of any unit in Oak Hill at Independence except Unit Owners.
- 2) Unit Owners/Tenants are responsible for ensuring that their children, guests, and invitees abide by the rules and regulations.
- 3) Unit Owners/Tenants are responsible for the actions of their children, guests, and invitees, including but not limited to any damage caused by them to any portion of the common or limited common elements. All costs related to repairing the damage will be borne by the responsible unit owner.
- 4) No walkway in the community shall be obstructed or used for any purpose other than pedestrian traffic.
- 5) No temporary structures, trailers, tents, sheds, children's playhouses, boats, campers, or the like shall be permitted on or about the common or limited common elements.
- 6) The speed limit throughout the community is not to exceed 15 mph.
- 7) The use or storage of propane gas tanks for any reason is strictly forbidden throughout the Oak Hill community and is in violation of state law.
- 8) Homeowners are to conform to local noise and nuisance ordinances at all times. In addition, no Unit Owner/Tenant shall make or permit any noises, soot, or vibrations that will disturb or annoy the occupants of any other units, or do anything which will interfere with the right, comfort or convenience of any other unit owner/tenant. This rule includes but is not limited to:
  - (a) Howling, yelping and/or barking animals.
  - (b) Volume or vibrations from any audio sound systems, such as tape players, radios, TVs, computers, car alarms, CD players, musical instruments or band sessions.
  - (c) Any party, social gathering or function held within or on the grounds of any unit or the Clubhouse.
  - (d) Yelling, shouting, hollering, etc.
  - (e) The noisy operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine.
- 9) No Unit Owner/Tenant shall interfere with the work of any contractor or employee of the Association.
- 10) No Unit Owner/Tenant shall tamper with any Association Property (this includes playground equipment, tables, benches, snow stakes, etc.).

- 11) No Unit Owner/Tenant shall build or erect any structure upon, in, over or under the common elements or limited common elements except as follows:
- (a) Appropriate types of porch furniture may be used (i.e. outdoor-type tables and chairs); this furniture must remain on the deck, porch or patio. Lawn furniture must be brought in off the turf areas during times when landscaping activities are taking place. Lawn furniture shall not be left out overnight.
  - (b) Children's outdoor-type play equipment may be stored on decks or patios at the rear of the units as long as it is stored neatly and unobtrusively.
  - (c) Children's toys or other items are not to be left outside of units or stored on the front porch. Homeowners may purchase a storage box that is attractive and color-coordinated with the community's aesthetics. The box may be placed either on the front porch or under or on the deck.
  - (d) Children's small wading pools may be used provided that they are emptied immediately following each use and are stored out of sight when not in use.
  - (e) Plants and appropriate plant holders may be used on decks, porches and patio areas provided that they are maintained in good condition, present a neat appearance, and do not interfere with Association landscape personnel. Plant holders shall not be attached to vinyl siding. Any damage done to the vinyl siding will be repaired at the unit owner's expense.
  - (f) Firewood stored outside of a unit must be stored in the following manner: All firewood must be stored neatly in a suitable firewood storage rack; only as much firewood as can reasonably fit into the storage rack may be stored outside of any unit at any time. All firewood must be stored in the rear of the unit or on the front porch and may not be stored on or up against any wooden structure or vinyl siding.
- 12) Bicycles, skateboards, roller skates and other similar toys may only be used on paved areas. Battery-driven and other such toy cars or vehicles are not to be driven on roadways and are restricted to sidewalks and the paved recreation areas in the community.
- 13) There shall be no exterior storage of tires, garbage receptacles, recycling containers, tools, ladders or any other materials on decks, entranceways or any other exterior area. These items must be maintained within the unit away from public view.
- 14) All bicycles must be stored in garages if the unit has one. Units without garages can store bikes on the deck or neatly parked in a bike rack under the deck or on the front porch provided the bike fits within one side of the railing.
- 15) No contractor or workman employed by a Unit Owner/Tenant shall be permitted to do any work in any unit (except for emergency repairs) between the hours of 8:00PM and 8:00AM if such work is likely to disturb the occupants of any other unit.
- 16) No solicitation of any type is permitted without prior written approval of the Association Board of Trustees.
- 17) All windows should have appropriate window dressings installed within six weeks of occupancy. No makeshift window coverings (sheets, blankets, etc.) may be used after the first six weeks of occupancy.

- 18) No exterior shades, awnings, window guards, window boxes, ventilators, fans or air conditioning devices shall be used on or about the buildings. Unit Owners may install storm/screen doors which are approved for use in Oak Hill.

However, in compliance with NJ law, landlords in the Association must comply with a tenant's request to install window guards to protect children or children under ten who spend a substantial amount of time in a unit and must appeal to their landlord who is required to comply by law. Window guards must be removed when the circumstances that warranted the request no longer exist.

- 19) No Unit Owner/Tenant shall install poles/lines for drying of laundry outside any unit. Deck rails are not to be used for hanging of laundry, rugs, blankets, etc.
- 20) All concerns pertaining to the management of the property or the actions of other Unit Owners must be made in writing to the Management Company and signed.
- 21) These rules and regulations may be changed at any time by the Association's Board of Trustees.
- 22) No outside storage of small boats, kayaks, canoes or other such equipment is permitted. Homeowners are to contact management to determine if space is available in the area designated for storage.
- 23) **Winter Conditions: During snow removal operations, skis, sleds, toboggans, luges, tubes, snow boards and similar devices may not be used anywhere within the community until such operations are complete.**
- 24) Fines and penalties for violations of these rules and regulations shall be assessed by the Association's Board of Trustees.

#### B. **SIGNS**

- 1) No sign of any nature whatsoever (includes realty or for sale signs, notices, advertisements, banners and posters) may be posted on the exterior of any unit or on the common or limited-common elements.
- 2) Signs may only be displayed on the interior of windows. This shall not apply to the display of national flags.

#### C. **TOT LOTS**

- 1) The Association's tot lots were constructed and equipped for use by "Tots;" no one over the age of twelve (12) is permitted to use the equipment.
- 2) Tot lot equipment is to be used at one's own risk; children using the tot lots MUST be accompanied by a supervising adult.
- 3) Tot lots may be used only during the hours between sunrise and sunset.
- 4) No sports equipment (baseballs, bats, volleyballs, soccer balls, footballs, Frisbees, etc.) are to be used in the tot lot area.

- 5) It is strictly forbidden to take pets into tot lot areas.

**D. GARBAGE/TRASH/RECYCLABLES/BULK ITEMS**

- 1) Garbage is defined as food and kitchen waste such as napkins, etc. Trash is defined as small articles such as broken appliances. Recyclables are defined as glass, plastic, separately bundled paper, cardboard and magazines. Bulk items are defined as large household items such as furniture, mattresses, washers, dryers, etc.
- 2) Garbage, trash and recyclables are to be disposed of in accordance with directions posted. Garbage/trash containers are located in individually fenced-in disposal areas throughout the community. Recycling containers are located in the large fenced-in disposal area near the clubhouse.

Nothing shall be left outside of any container within the community. Any individual placing garbage, trash, recyclables or bulk items on the ground in the small dumpster enclosures located throughout the community will be fined \$500 per occurrence and assessed remediation costs.

The recycling area is under camera surveillance 24 hours a day. Any individual caught disposing bulk items as defined in paragraph D.1 will be prosecuted to the fullest extent of the law and fined \$500 per occurrence and assessed remediation costs.

Bulk items as defined in paragraph D.1 must be disposed of in the Warren County Disposal Center on Route 31 in Oxford or in any other approved disposal center.

**E. LANDSCAPE IMPROVEMENTS**

- 1) No Unit Owner or Tenant shall plant or allow to be planted any trees without the expressed prior written consent of the Association's Board of Trustees.

**F. PETS**

- 1) Dogs, cats and other small animals are permitted, provided that they are not kept, bred or maintained for any commercial or illegal purpose and are housed within the unit.
- 2) Only two (2) dogs or cats, in the aggregate, may be kept or harbored in any unit at any time.
- 3) Each Unit Owner/Tenant keeping any household pet(s) shall indemnify the Association and its members and hold them harmless against any loss or liability of any kind whatsoever arising from the keeping of such household pet(s).
- 4) Unit Owners will be held fully responsible for the actions of their pets, and other's pets within their units. Unit Owners will have ten (10) days notice to repair or replace damaged property. If repairs or replacements are not made within ten (10) days, the Association will effect the repairs and charge the unit owner.
- 5) In no event shall unattended or unleashed dogs or cats be permitted on the common elements or limited common elements. Pets must be held on a leash by a responsible person at all times when outdoors. Pets may not be chained, tied or

otherwise secured to the exterior of any unit or any common or limited common element (this includes decks, railings and entranceway columns).

- 6) Pet owners are fully responsible for noise created by howling, yelping and/or barking pets as outlined in #8a of section A.
- 7) Outside dog pens or runs are prohibited.
- 8) Pet droppings must be picked up by the pet owner or non-owner pet walkers. Owners or non-owner pet walkers must carry an implement such as a pooper scooper or a bag for picking up droppings. Droppings are to be treated as garbage and are not to be deposited in storm sewers.

Pet owners/non-owner pet walkers using pooper scoopers to pick up pet waste must place the waste in a bag before depositing the waste in the garbage containers.

- 9) Pets are not permitted to urinate or defecate on any turf area, shrub or tree adjoining any buildings within the Heritage and Williamsburg communities, and Georgian units located on the south side of Bilby Road. In the Georgian community on the north side of Bilby Road, pets are permitted to urinate or defecate in wooded areas, mulch islands or other designated areas. Pet owners or non-owner pet walkers are still responsible for picking up after their pets (see para. 7 above).

#### **G. VEHICLES**

- 1) Minor repairs and maintenance of vehicles, boats or equipment is permitted on Association property.

##### **The following applies to GEORGIAN ONLY:**

Only minor and emergency repair work can be undertaken in all common and limited common areas within the community. Minor repairs include activities such as checking automotive fluids, changing a flat tire, jump starting a vehicle, changing a windshield wiper, changing a headlight and charging/changing a battery. Requests for any other repair work shall be made to the management office for a ruling on whether or not a repair will be permitted. The decision of the management office is final.

Any and all debris from minor repair work must be picked up and disposed of in a proper manner. In all cases, no automotive minor repair work shall be conducted or carried on within the community that becomes an annoyance, nuisance, eyesore, hazard or which in any way causes damage to common or limited common areas of the community. Moreover, no minor repair work or action shall be undertaken that violates federal, state or local laws. Minor repairs shall not exceed one hour in duration and shall not be undertaken more than six times per year.

Under no circumstances shall major vehicle repairs, including but not limited to, body or engine work, overhauling, stripping painting, priming, welding or similar automotive repair work, be permitted on any common or limited common areas within the community, without express written approval of management.

No vehicles shall be covered by a tarp or car cover within any common or limited common areas of the community which are not properly insured, registered and operable. The property manager shall be provided with proof of such insurance and registration before any vehicle is covered.

In the event proof of insurance and registration is not provided, the vehicle shall be subject to towing at the owner's expense within 24 hours of notification by the property manager as well as the fines set forth in this section.

For all violations under this section, fines shall be assessed as follows: \$50 for the first violation, \$250 for the second violation, \$500 for a third violation and each successive violation.

- 2) Extended storage of vehicles, boats, RVs or equipment shall only be permitted in the designated area currently next to the clubhouse. Violators will receive a ten (10) day warning notice. If the vehicle or equipment is not removed to the designated area within the ten (10) days, the violator will be subject to a fine and towing at the violator's expense.
- 3) All unit owners, their guests, invitees and tenants are to obey all posted traffic safety and speed limit signs.
- 4) All vehicles are to be driven in a safe, quiet manner with a special emphasis on properly working mufflers.
- 5) No unlicensed vehicles including motor bikes, go-carts or similar vehicles shall be ridden in the community.
- 6) No vehicle of any type shall be driven or parked on turf areas without the expressed written consent of the Association's Board of Trustees.

#### H. **PARKING**

Homeowners, tenants and visitors are subject to fines and towing for violation of the following rules:

- 1) No on-street, parallel parking is permitted at any time on any street in the community except in situations requiring first responders to do so.
- 2) No parked vehicle may block the normal flow of traffic; sidewalks; driveways or parking spaces. No vehicle shall be parked in a driveway apron in such a way as to extend into the sidewalk space, curbing or beyond. Any vehicle found in violation of this regulation will be towed.
- 3) Parking spaces are assigned within the community:
  - a. For units with a garage, the assigned space for the first vehicle is the garage. The driveway apron between the street and the garage is for the second vehicle.
  - b. All non-garage units may be issued a hang tag corresponding to a numbered space for the first vehicle.

- c. All unmarked white lined spaces are unassigned parking spaces reserved for use by visitors, tradesmen and delivery vehicles. They are not to be used to habitually park additional household vehicles.
- d. Assigned parking spaces may NOT be used for storage of junk or unregistered vehicles or equipment.
- e. Any vehicle continuously parked in an unmarked (Visitor) space for more than 72 hours is considered to be “stored” and subject to a Notice of Violation sticker, unless prior authorization for temporary use of a Visitor space has been obtained from the Management Office.

A stored vehicle must be removed from the unmarked (Visitor) space before the 72 hour period has elapsed, and may not be returned for a minimum of 24 hours thereafter.

The substitution of another vehicle, owned used or otherwise under the control of persons in the same family or living at the same address, for a vehicle being removed under the 72-hour rule is a violation of the spirit and intent of this rule, and is prohibited.

- 4) The Association’s Board of Trustees reserves the right to assign additional space(s) to non-garage units in specific areas if problems of overcrowding arise.
- 5) **Commercial vehicles, livery vehicles, other limos and taxis** may NOT be parked overnight or on weekends in the residential parking areas. This includes vans or pickup trucks with private passenger plates if they are equipped with snow plows or any type of landscaping or construction equipment.
- 6) Handicapped parking spaces will be made available by the Association to those residents who possess state approved handicapped registration. The designation will be rescinded when no longer needed by the resident, or if the handicap registration plates or placard are expired.
- 7) There is a designated lot for the parking or storage of recreational vehicles, boats and trailers. This parking lot is located behind the Oak Hill Clubhouse at 718 Lindsey Drive. All vehicles must be registered with Taylor Management in order to utilize this lot. Unauthorized vehicles will be subject to towing. If you wish to utilize this lot, please call the satellite office to register your vehicle. Space is limited and available on a first come, first served basis. All vehicles and trailers must have current license plates and registration. **Unit owners may register only one recreational vehicle per unit owned.**
- 8) All vehicles parked on the Association property must be in an operable, movable condition with current inspection and registration. Violators will receive notification to remove the violating vehicle or equipment. If said vehicle or equipment is not moved, the Association shall have the right to remove said vehicle or equipment at the owner’s expense.
- 9) No vehicle shall be parked in a manner which occupies more than one parking spot. Vehicles must be parked within the lined space.

- 10) Non-resident unit owners must make their tenants aware of these rules and regulations, and provide a complete copy of same to the tenant at the time of rental.

**I. EMERGENCY ACCESS TO UNIT INTERIORS**

- 1) The agents of the Association (e.g. the Manager or any contractor or workman authorized by the Association or its Manager) may enter any unit at any reasonable hour of the day with valid reason, provided entry will only be made by prearrangement with the unit owner or tenant, except in case of emergency.

In the event of an emergency, when access is required and the unit owner/tenant is unavailable to provide such access, the agents of the Association as outlined above may access the unit through a professional, licensed locksmith with a local police officer in attendance. First responders such as firefighters may access the unit immediately when the loss of life or property is in danger. The unit owner will be duly notified of all activity.

**J. EXTERIOR MODIFICATIONS**

- 1) Modifications or alterations which change the exterior appearance of any unit or building, or the structural integrity of any unit or building are strictly prohibited without the expressed prior written consent of the Association's Board of Trustees.

**K. SUB-ASSOCIATION RULES AND REGULATIONS**

- 1) All rules and regulations not covered by this document such as those governing satellite dishes and barbeques adopted by the Heritage, Georgian and Williamsburg Sub-Associations shall have the same full force and effect as the rules and regulations included herein.

**L. REVISIONS**

- 1) These rules and regulations will be reviewed annually and may be considered for modification upon petition by homeowners.



#### **M. DISPUTE RESOLUTION PROCEDURE**

The following procedures will be followed in connection with any alleged violation of these rules and regulations. Should a community member believe that a violation has occurred, for each such violation, the community member shall report same to the property manager in writing, describe the violation and it must be signed by the person making the report.

This report shall subsequently be forwarded by the property manager to the alleged offender who may dispute the allegation in writing or acknowledge the violation. If the allegation is not disputed in writing within 10-days of receipt, or if it is acknowledged, the Association shall find that a violation occurred, and implement a penalty in accordance with the established rules and regulations.

If any community member believes that, in addition to a violation of Association rules, a violation of federal, state or local laws has occurred, the community member should contact the appropriate authority.

In the event of a dispute, including a dispute over whether the reported violation constitutes a continuous or frequently occurring event, or constitutes an annoyance, nuisance, eyesore or hazard, the matter shall be submitted to a 3-person committee appointed by the Board. In the event that the Board has received complaints about the above violations from three or more community members, there shall be a strong presumption that the violation occurred. The alleged offender may rebut this presumption in their written answer, as well as through other evidence submitted to the committee.

The committee shall first attempt to mediate the dispute to the satisfaction of the parties and in accordance with association rules. If the committee's effort proves unsuccessful, the parties shall present their case to the committee.

The committee shall proceed in the following order: (1) the chairman of the committee shall set forth to the other committee members and parties a brief description of the dispute, and read the complaint and answer to all in attendance; (2) the proponent of the charge shall give a brief opening statement; (3) the alleged offender shall give a brief opening statement; (4) the proponent of the charge shall present any testimony they seek to introduce including from other community members, as well as videos, photographs or other evidence; (5) the alleged offender may refute the evidence presented, and offer any evidence it seeks to introduce in support of their position.

Thereafter, the committee shall retire and deliberate and render a decision that will be provided to the parties within 48 hours. In order for a violation to be found, the committee must find, by a majority vote and a preponderance of the evidence, that the alleged violation occurred. The committee's decision shall be final in all respects.

Every effort will be made to settle the matter within 30 days from date of complaint.

For each violation the committee may assess a fine in accordance with the association's governing documents and/or its rules and regulations.

In the event the association is required to involve legal counsel for any reason whatsoever, the alleged offender shall be responsible for all costs and legal fees incurred by the association, both prior to and after the institution of legal proceedings, should a violation be found and/or sustained against the alleged offender.