



AMERICAN WAY CONDOMINIUM ASSOC.
AVON DRIVE
EAST WINDSOR, NEW JERSEY 08520

**RULES AND REGULATIONS
AMERICAN WAY CONDOMINIUMS**

Revised - January 1999

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The following Rules and Regulations together with such additional Rules and Regulations as may hereafter be adopted by the Board of Directors shall govern the use of the Common and Limited Common Areas as well as the units and residents therein.

I. Description of Common Elements: These elements consist of all parts of the condominium property other than the individual units. The Common Elements shall also include by way of description but not by way of limitation:

- A) All land on which buildings are erected.
- B) All foundations and common areas adjacent to the buildings.
- C) All roofs on all buildings within the complex.
- D) All lawns, landscaped areas, parking lots, and other improved and unimproved areas not within individual units.
- E) All installations outside the units for services such as power, lights, water, cable TV and telephone.
- F) All breezeways, stairs and landings outside of individual units.
- G) All four inch sewer lines.
- H) All other apparatus and installations existing in, on, or around the buildings for the common use, necessity or convenience for the existence, maintenance, or safety of the buildings.
- I) All heater rooms located in the studio and one bedroom units.

Limited Common Elements shall include by way of description and not by way of limitation:

- A) Any deck or balcony to which there is direct access from the interior of the unit and shall be for the use of the specific unit to the exclusion of the other units.
- B) Any unimproved space between the top of the second floor units and the unfinished and unexposed surface of the roof sheathing to which there is direct access from the interior of the second floor units.

The owner of a unit to which a deck or balcony is attached shall make repairs thereto caused by his/her own negligence, misuse or neglect and shall be responsible for cleaning of any such deck or balcony. Any other repairs or maintenance with respect to the Limited Common Elements shall be the responsibility of the association. The owner of a unit from which there is direct access to the space between the top of a second floor unit and the unexposed surface of the roof sheathing shall keep said area free of all obstructions, shall not store anything in such space, and shall keep such space in an unimproved state.

Violation of the above rules governing the Limited Common Areas shall be construed as a violation of the Rules and Regulations.

II. Rules and Regulations Governing Common Elements:

- A) Owners of units shall not use or permit the use of the Common Elements in any manner which would be disturbing or a nuisance to other owners, or in such a way as to be injurious to the reputation of the condominium.
- B) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.
- C) Organized sports and skate boarding are prohibited on all grassed areas, sidewalks and parking lots.
- D) No baby carriages, bicycles, scooters or similar vehicles shall be allowed to stand on any portion of the Common or Limited Common Elements overnight.
- E) There shall be no posting or hanging of signs permitted on any Common Elements. Notices can be posted on the bulletin boards installed in the laundry rooms.
- F) Each unit owner shall be liable for any damage to the Common Elements and the property of the condominium which shall be caused by that unit owner, a member of his/her household, his/her guest, agent or any other person for whom he/she is responsible.
- G) Digging in the grass or dirt, climbing on rocks, trees, railings or fences and any activities which have the potential of damaging the landscaping is **not permitted**.
- H) No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Common or Limited Common Elements.
- I) Gasoline or any other flammable liquid may not be stored on the Common or Limited Common Elements.
- J) Individual yard sales are **not permitted**. There will be a community yard sale held yearly on the Condominium grounds.
- K) Township ordinance prohibits the storage of anything other than bicycles in the bicycle storage rooms.
- L) No food is to be placed in or on the Common or Limited Common Elements.
- M) Birdbaths, bird feeders and birdhouses are **not permitted** on the Common or Limited Common Elements.
- N) No refuse shall be placed on any portion of the Common or Limited Common Elements.

III. Rules and Regulations Governing Units:

- A) The attic in the one and two bedroom units and the heater room in the efficiency and one bedroom units are Limited Common Elements and **are not** to be used as storage or for any other purpose. These areas must be left in their original and unimproved state.
- B) Every unit owner must promptly perform all maintenance and repair work to said unit.
- C) For the safety and well being of the unit owner and his neighbors, permits must be secured from the Township prior to the commencement of any and all permanent improvements to the units (i.e.: electrical, plumbing, alterations).
- D) No unit owner shall permit anything to be done or kept in his/her unit or in the Common or Limited Common Elements which will result in the cancellation of any insurance on any of the buildings or contents thereof, or which would be in violation of any law.
- E) All units are subject to pest control.
- F) Gasoline or any other flammable substance **are not** to be stored in any unit.
- G) Kerosene heaters are **not permitted**.
- H) Any unit owner wishing to replace his windows, screens, front door, balcony door or storm door must submit his request in writing and secure the approval of the Board of Directors prior to the commencement of the work. In addition, the unit owner will be required to give the Board of Directors a \$500.00 deposit that will be refunded after the work has been completed and inspected by the Board.
- I) No unit shall be used for any purpose other than as a private residence and no business, trade or profession shall be conducted in any unit.
- J) Situations may arise when it will become necessary for American Way to contact you in order to gain entry to your unit to make emergency repairs. In order to facilitate the notification process it is imperative that we have a key to every unit as well as current day and nighttime telephone numbers. If it becomes necessary to gain access to a unit by forced entry any damage will be the responsibility of the homeowner.**
- K) All units must be 75% carpeted including appropriate padding.

IV. Unit Leasing: Any unit owner who wishes to lease his/her unit shall be required to comply with the following terms and conditions:

- A) Every unit owner shall obtain and complete an application for lease approval as per the Rules and Regulations of the Twin Rivers Community Trust.
- B) A certificate of Occupancy (secured thru the East Windsor Township Building Dept.) and a Heating System Certificate (secured thru the American Way Condominium Assoc.) must be obtained before final approval will be granted.
- C) Maintenance fees must be current to the end of the month in which a lease is submitted to the American Way Condominium Assoc.
- D) It shall be the obligation of the unit owner to supply the prospective tenant with a copy of the Rules and Regulations for the Twin Rivers Community Trust and American Way Condominium Assoc.
- E) The term of any lease shall not be **less than 12 months**.
- F) The lease must contain a clause prohibiting the subletting of the unit by the lessee.
- G) The lease must contain a clause that states "the tenant shall comply with all the Rules and Regulations and the Master Deed of the American Way Condominium Assoc.."
- H) The unit owner must provide American Way Condominium Assoc. with a copy of the signed lease, names and phone numbers of the lessee as well as the phone number of the unit owner in case of emergency.
- I) The lessee must provide American Way Condominium Assoc. with a key to the unit.

As per Section 12siii of the Master Deed if a tenant fails to comply with the above Rules and Regulations on unit leasing, in addition to all other remedies which it may have, the Association shall notify the unit owner of such violation(s) and demand that the same be remedied through the unit owner's efforts within 30 days after such notice. If such violation(s) is not remedied within said 30 day period, then the unit owner shall immediately thereafter, at his/her own cost and expense, institute and diligently prosecute an eviction action against his/her tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the unit owner fails to fulfill the foregoing obligation, then the Board of Directors shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the unit owner and at the unit owner's sole cost and expense, including all legal fees incurred. By acceptance of a deed to any unit, each and every unit owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described herein.

V. Balconies, Breezeways, Stairways and Landings:

- A) Hanging plants, flower boxes or other items may not be suspended or permanently mounted outside or on top of the railings on Common and Limited Common Elements. In no way, shall holes or any other permanent alteration be permitted that would affect the structural integrity or appearance of any rails or decks.
- B) All areas shall be kept neat and uncluttered. Garbage and other inappropriate items are forbidden.
- C) Chairs and tables of the outdoor type are acceptable provided they are heavy enough to withstand wind. Permanently affixed furniture which requires nailing or screwing to the flooring or railing is **not permitted**.
- D) The placement and/or hanging of rugs, towels, bathing suits, clothes, blankets or laundry of any type is **not permitted**.
- E) No area shall be enclosed or covered by an awning or any other material.
- F) No articles can be placed on the stairways.
- G) No articles including child or dog gates shall be placed on the landings or any other areas which would prevent an easy and safe exit during a fire or any other emergency. There shall be no obstruction on the tops or bottoms of any stairways.
- H) Unit owners who choose to place floor mats outside their doors or **on the decks** must use standard outdoor mats. Indoor/outdoor carpet or carpet remnants are **not permitted**.

VI. Barbecuing:

- A) Gas grills of any type are **not permitted** to be stored or used at the Condominium Complex.
- B) Approved grills must be kept a minimum of 10 feet from any building or structure at all times.
- C) Barbecuing is **not permitted** in the breezeways, balconies, stairways or landings.
- D) Hot ashes are not to be disposed of in any Common or Limited Common area, including but not limited to the refuse dumpsters.

VII. Landscaping:

- A) Planting is allowed only in the established garden beds in the breezeways.
- B) Large overgrown shrubs or vegetables are not to be planted.
- C) Unit owners are not allowed to extend established bed lines.
- D) Landscape ties are the only acceptable borders allowed on or around established beds.
- E) Board approval is required for the removal of any shrub.
- F) The use of landscape ornaments are limited to the beds in the breezeways only and may be no more than 2 feet high.
- G) Board approval is required for all plantings except in the established beds located in the breezeways.
- H) Any person failing to maintain their planted garden beds in the breezeways will lose their planting privileges. Furthermore, any beds deemed by the board to be abandoned will be cleared.

VIII. Pet Rules and Regulations: All pet owners must abide by and adhere to the following rules and regulations established by East Windsor Township and American Way Condominium Association.

- A) All dogs are to be licensed with the township.
- B) The raising or breeding of any animal or reptile is **not permitted**.
- C) No person shall own, keep harbor or maintain any dog which habitually barks or cries.
- D) No person owning, keeping or harboring an animal shall permit it to do injury, or to do damage to any lawn, shrubbery, flowers, grounds or property.
- E) Pet owners are required to walk their dogs in any of the following designated areas:
 - 1) Along Route 33 between the pine trees and highway.
 - 2) The field across from K building.
 - 3) The field across from Probasco Road.
 - 4) Grass strip between the sidewalk and street of Avon Drive.
- F) Curbing pets on any lawns, walkways, breezeways, balconies or the court yards between the buildings is **not permitted**.
- G) Pet owners are required to clean up after their pets.
- H) Dogs and cats are not to exceed two (2) per unit.
- I) Animals are **not permitted** to be left unattended on any Common or Limited Common Element at any time.
- J) All dogs must be kept on a leash at all times.

IX. Rules and Regulations governing Parking Lots:

- A) All parking spaces are reserved for the exclusive use of American Way residents and their guests.
- B) Storage of unregistered or unlicensed vehicles is **not permitted**. All such vehicles will be towed at the owner's expense. (Vehicles are deemed to be stored when they are left unmoved for a period of time exceeding two (2) weeks.)
- C) Cars must be driven no more than 15 miles per hour within the parking lots.
- D) Parking is only permitted within the lined spaces.
- E) Cars cannot overhang the curb.
- F) Maintenance or repairs of vehicles in the parking lots, including but not limited to oil changes, grease jobs, flushing of radiators, scraping of paint, and body work is **not permitted**. Emergency changing of tires is permitted.
- G) Emptying of ash trays or any other form of littering is **not permitted**.
- H) As per the Twin Rivers Trust Rules-Regulations-Guidelines, no trucks, trailers, campers, boats, motorcycles or commercial vehicles may be parked on the condominium grounds. Commercial vehicles may temporarily park on the condominium grounds for the purpose of moving, and/or making a delivery or pickup.
- I) Recreational activities of any kind are **not permitted** in the parking lots.

X. Trash Disposal and Recycling:

- A) The only refuse dumpsters which may be used in the condominium complex shall be those provided by the Twin Rivers Community Trust. Recyclable refuse must be disposed of in accordance with local ordinances. Recycling bins provided by the Twin Rivers Community Trust are available for your convenience.
- B) All refuse shall be secured in tied plastic bags and placed directly into the dumpsters.
- C) The lids on the dumpsters and recycling bins are to be kept closed at all times.
- D) Bulk items are only to be placed beside the dumpsters Thursday evening for Friday's scheduled bulk pickup. Any unit owner placing bulk items at the dumpsters prior to Thursday evening will be fined.

XI. Alternate Dispute Resolution:

As required by an amendment to the Condominium Act (N.J.S.A. 46:8B-14), P.L. 1995 c.313 Condominium Associations must institute Alternative Dispute Resolution. These laws basically require associations to provide "fair and efficient" means for unit owners to resolve disputes between one another or against the association. This is required as an alternative to litigation. **The law requires written notice of dispute resolution as a condition of issuing a fine.**

As per Article XI Section 2, of the by-laws entitled: "Fines" a unit owner involved in a dispute shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard with or without counsel with respect to the violation(s) asserted.

Any party to a dispute with the Association may request mediation of the dispute by an impartial mediator appointed by the Board of Directors in order to attempt to settle the dispute in good faith. Such mediator may be a member of the Board, its legal counsel or any other qualified mediator. If an outside mediator is requested any costs associated with the mediation shall be borne by the Condominium Association. Any such mediation shall be concluded within 45 days after such request, unless extended by the mediator for good cause. In the event that no settlement is reached within said 45 day period, all relevant time periods in the hearing process shall be extended for 15 days plus any extension period.

If a dispute arises between two or more Homeowners, a member of the Board of Directors shall act as mediator. If a conflict of interest arises between a Board member(s) and the Homeowner(s) outside mediation will be requested.

XII. Schedule of Fines:

As per the by-laws of American Way Condominium Association, Article XI Section 2 entitled "Fines" the Board shall have the power to levy fines against any unit owner for violations of any Rule or Regulation of the Association or any covenants or restriction contained in the Master Deed or By-laws. Each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any unit owner involved as if the fine were a Common Expense owed by the particular unit owner.

Violation of any Rule and or Regulation shall carry the following Fine:

Lock out.....	\$30.00
Returned Check.....	\$25.00
Late payment of Association Fees.....	\$25.00

First Offense.....	Warning
Second Offense.....	\$25.00

Unit owners will be fined \$25.00 every time a check is returned by the bank for any reason. This fine is in addition to any late charges that may be incurred.

April 1999

Dear Unit Owner:

Attached please find a copy of a few minor changes to the Rules and Regulations which have been approved by the Board of Directors.

- 1.) The table of contents has been changed to add the words Limited Common to sections I, II and all other places referring to such Common Elements.
- 2.) Section V sub section H has been changed to add the words "on the" in reference to decks.
- 3.) Section X sub section E (ie: oversized cartons) has been removed entirely.

March 17, 2005

As per Section 12 Restrictions, subsection (x) of the Master Deed "The Board shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions,"

Accordingly the Board of Directors has voted to modify Section 111: Rules and Regulations Governing Units Subsection (K) to read as follows:

K) All bedrooms and living rooms, of all units must be fully carpeted with wall-to-wall carpeting including appropriate padding.