

**ARBOR TERRACE CONDOMINIUM ASSOCIATION**  
**General Rules, Regulations, and Procedures**  
**Revised and Effective March 6, 2020**

The Following Rules and Regulations of Arbor Terrace are a part of the official documents of the Condominium by which all units' owners and residents are bound.

These Rules have been promulgated for the purpose of ensuring the health and safety of all residents. In addition, they serve as guidelines and enable ALL of us to live together in a cooperative spirit.

All owners are required to provide the association through the management company, with the following:

**LEASING PROCEDURES**

1. A unit owner may lease his/her unit only pursuant to a written lease, a copy of which shall be sent, or hand delivered to the Association's Management Company five (5) days prior to occupancy by the tenant.
2. No lease shall be for a term of less or more than one (1) year.
3. **All homeowners leasing out their units are required to pay the Association upon each new lease (not renewals) a nonrefundable fee of \$250.00 for administrative costs and a security deposit of \$750.00 to be held in the homeowners' escrow account until the time the lease expires, and the tenant moves out. If for any reason the lease is terminated before the expiration date besides for eviction, the homeowner forfeits the security deposit. These fees must be paid to Arbor Terrace Condominium Association c/o the Management Company five (5) days before move in.**
4. Leases may not be assigned, and no units may be subleased.
5. The following three (3) clauses **must** appear in all leases:
  - a. The leaser(s) acknowledges receipt of a copy of the Rules and Regulations of Arbor Terrace. The leaser(s) agrees to be bound by all the covenants and restrictions contained in the Master-Deed, including but not limited to, the By-Laws and Rules and Regulations and future amendments thereto.
  - b. Failure of the leaser(s) to fully comply with the terms and conditions of the Master-Deed, By-Laws and Rules and Regulations shall constitute a default under the lease. The Association shall have the rights to evict the leaser on behalf of the Unit Owner in the event of a violation, by the tenant or any member of the tenant's family of the State of Law of Condominium Documents or the Rules and Regulations of the Association, at the cost of the Homeowner.
  - c. The leaser may not assign this lease or sublet the unit at any time during the term of the lease.
6. The unit owner shall be responsible for all attorney fees and cost incurred by the Association as a result of a violation of the Condominium documents and/or Rules and Regulations by the tenant, irrespective of whether suit is instituted, and the Association may levy a Special Assessment thereafter.
7. The unit owner shall promptly provide the Association with further information pertaining to the tenant and/or the tenancy that the Association reasonably requires, either by way of its Rules and Regulations or otherwise.
8. Any purported lease of a unit in violation of this section shall be voided at the election of the Association, and if the Association shall so elect, the unit owner be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant (in case of any unauthorized leasing) in the name of said unit owner as proposed landlord. Said unit owner shall reimburse the Association for all expenses (including reasonable attorney's fees and disbursement) incurred in connection with such proceedings and the Association may levy a Special Assessment thereafter.
9. In order to lease a unit, the unit owner must submit the following to the managing agent of the Association at least five (5) days prior to the proposed move-in date:
  - a. A fully executed lease containing the mandatory provision set forth in paragraph 4.

- b. A fully completed Association Lease Rider and additional tenant forms, which may be obtained from the Managing Agent. A copy of the Rules & Regulations must be initialed by both the homeowner and the tenant and returned to the management office along with the lease and forms.
  - c. A Certificate of Occupancy issued by the City of Long Branch. Please call City of Long Branch Housing Official for said certificate.
  - d. The names of all tenants and their phone numbers.
  - e. The number of residents in their unit(s). There are to be no more than two (2) occupants per one (1) bedroom unit and no more than three (3) occupants per two (2) bedroom unit.
  - f. **All homeowners leasing out their units are required to pay the Association upon each new lease (not renewals) a nonrefundable fee of \$250.00 for administrative costs and a security deposit of \$750.00 to be held in the homeowners' escrow account until the time the lease expires and the tenant moves out. If for any reason the lease is terminated before the expiration date besides for eviction, the homeowner forfeits the security deposit. These fees are to be in the management office with the proper work five (5) days before move in.**
10. If is advisable that your tenant secures a renter's insurance policy.

#### **STORAGE AND COMMON ELEMENT**

- 11. The common elements shall not be obstructed or used for any purpose other than ingress and egress. No bicycles, baby carriages, toys, etc. may be left unattended at any stairwell. Nothing shall be stored in or upon the common elements without Board approval.
- 12. **No running, playing ball, rollerblading, skating, skateboarding, etc. in the parking lot area. Children must always be supervised. Absolutely no playing behind any of the bushes, shrubs, bamboo or any of the brick work on the property is permitted.**
- 13. No items shall be left in storage other than those that fit in the bins located in the basement.

#### **REPAIR WORK**

- 14. All major repairs and/or remodeling work in *all* units must be done between the hours of **8:00AM and 6:00PM MONDAY through SATURDAY ONLY. Any remodeling must have Board approval before the work starts.** (If using a contractor, a Certificate of Insurance MUST be provided to the management company) **ABSOLUTELY NO CHANGES WILL BE MADE TO ANY COMMON ELEMENT INCLUDING PATIOS AND BALCONIES WITHOUT WRITTEN CONSENT FROM THE BOARD FIRST.** A Property Modification form must be filed (30) thirty days to the anticipated start of any work to allow the Board time for review and approval.
- 15. Unit owners, and lessees are responsible for their guest(s) conduct and any damage caused on the premises by them. Any clean up; damage, or cost relating to clean up or damage of common elements will be the owner's responsibility.

#### **PARKING / VEHICLES**

- 16. Each unit will be assigned one (1) parking space for their exclusive use; these spaces will be marked with the unit number and letter. Parking of a second vehicle or guest vehicles must be in any of the "Visitor" spaces, or out on Greens Ave.
- 17. All residents are responsible for their guests. You are responsible to inform your guests where to park. **Guests may use visitor or park on Greens Avenue. If you are having several guests, please instruct them to park on Greens Avenue.** NO PARKING IN THE YELLOW AREAS OR ALONG THE CURBS. There will be fines plus towing costs.
- 18. NO Commercial Vehicles are permitted on the property, (**this includes any vehicles that has ladders, business logos and telephone numbers on them, or commercial plates**) except vehicles temporarily on the property to service a unit or the property. Boats, Boat Trailers, Trailers, Trucks, RVs, are not permitted. Motorcycles are to be parked in the legal parking spot.

19. Vehicles left unattended in the FIRE ZONE in the front of the building will be ticketed by Long Branch Police and towed at the owner's expense. **NO BLOWING OF CAR HORNS ALLOWED WHILE WAITING TO PICK SOMEONE UP.**
20. **THE ASSOCIATION CAN REMOVE ANY VEHICLES VIOLATING THESE RULES. THE OWNER OR TENANT SHALL BE RESPONSIBLE FOR ALL EXPENSES AND SHALL HOLD THE ASSOCIATION HARMLESS FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE ASSOCIATED WITH A VEHICLE'S REMOVAL.**
21. A disabled, unregistered vehicle or vehicle without a valid license plate for more than one (1) week will be considered abandoned and towed away at the owner's expense unless permission is given in advance by the Association.
22. Vehicle maintenance, including but not limited to changing oil, flushing antifreeze and/or exterior washing, is prohibited on the property.

**GARBAGE & RECYCLING**  
**CITY OF LONG BRANCH 732-222-7000**

23. Please use the recycling dumpsters for all co-mingles and paper/cardboard products. Each dumpster is clearly labeled as to what belongs in each.

PLEASE DO NOT THROW PLASTIC BAGS IN ANY MANNER INTO THE RECYLING DUMPSTERS! These belong in the REGULAR TRASH DUMPSTERS.

Please sure to break down all cardboard boxes before placing them into the recycling containers! If the cardboard is not broken down or flattened, the dumpsters will fill up faster, which will cause others to leave their cardboard on the ground because the bins are full of boxes that have not been flattened.

PIZZA BOXES MUST BE DISPOSED OF IN REGULAR TRASH DUMPSTERS!

Styrofoam is not recyclable and must be disposed of in the regular trash.

Trash Pickup is performed on Mondays and Thursdays.

Recycling Pickup for Co-Mingles is performed on Thursdays.

Recycling Pickup for Paper/Cardboard is performed on Mondays.

Bulk Pick Up is collected on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday each month. Bulk must be placed curbside on Greens Avenue after 6PM the Tuesday evening before pick up.

Please be sure to wrap your mattresses - they will not be picked up if they are not wrapped and a citation will follow!

If bulk items are placed out before that time, or any other time/day, we will get a citation/fine from the city. This has happened frequently and costs the Association money every time, as it is a mandatory court appearance citation.

**NOISE**

24. OCCUPANTS, including guests, must keep radios, TV's, stereos, etc. at a reasonable volume that does NOT disturb their neighbors.
25. No exterior loudspeaker or unshielded floodlights shall be installed in any exterior area of any unit or balcony, patio or terrace without permission from the Board.

**SATELLITE DISHES**

26. Satellite dishes can be used with written permission from the Board. They must be installed on the patio or Balcony on a freestanding tripod stand. They cannot be connected to the building or railings in anyway. If the dishes are not properly installed the Association has the right to come in and remove the dish. A property modification must be submitted and approved by the Board prior to any installation of a satellite dish.

## WINDOWS & DOORS

27. Draperies, blinds, curtains, or window coverings must always be installed and maintained. During summer months, flush mount window fans will be permitted. **Nothing is to be installed in the windows including signs, air conditioning units, advertisements, etc. Doors:** May be green or white but must match existing.
28. No clotheslines or poles shall be installed or maintained. No resident shall permit any clothes, sheets, blankets or laundry of any kinds to be displaced on the outside of the windows or placed on the windowsill, walls, patios or balconies. **SEE BALCONY PROCEDURE.**

## SOLICITING

29. Soliciting, advertising or distributing of pamphlets from door- to- door is prohibited.

## WINDOW AIR CONDITIONERS / WASHING MACHINES

30. Air conditioning is supplied through the wall units only. **NO WINDOW UNITS ARE PERMITTED.**
31. **NO WASHING MACHINES ARE ALLOWED IN THE UNITS.**

## GENERAL

32. Hanging objects, which pose a safety hazard, are not allowed.
33. Only electric barbecue grills are allowed. The State of New Jersey, Long Branch and Arbor Terrace prohibit all other types.
34. No kerosene heaters, fuel tanks or any flammable or combustible nature are permitted in any unit or storage area.

## PET PROCEDURES

35. As of November 15, 2019, the Board adopted a Resolution for Pet Restrictions based on the allowance of two (2) household pets in the Master Deed.

Each unit may have a maximum of two (2) common household pets. For example, this may be made up of two (2) dogs or two (2) cats or one (1) dog and one (1) cat.

No unit may house any dog that is declared by the Board of Directors to be a potentially dangerous dog. A potentially dangerous dog shall be defined by breed or through displayed propensity for aggression. The Board's determination that a dog is a potentially dangerous dog for the purposes of this rule shall be final. The Board may consider the following criteria in making their determination, but the Board's inquiry shall not be limited to this criteria. Such criteria is for guidance only. A dog which meets any of the criteria set forth herein, shall be classified as a potentially dangerous dog and shall be forbidden from being housed in any unit.

- A breed or mix-breed of the following types: Pitbulls, Rottweilers, German Shepherds, Bulldogs, Boxers, Chows, Doberman Pinchers, Wolf Hybrids and or Akitas (this list can be amended by the Board, in the Board's discretion, at any time); and/or
- A dog that has shown or been reported for showing aggressive behaviors towards people or other pets.

No dog weighing more than 50 pounds shall reside in any unit, unless the dog is a service or assistance animal.

Indoor cats are permitted. If a cat is found roaming free outdoors, the Board may, in its discretion, contact Animal Control or any other organization of its choosing to trap and remove the cat from the Association.

All other pets, not prohibited by city ordinance or law, shall be permitted.

All pet owners must register their pets with the Association by completing the Pet Registration & Agreement Form and returning it to the Community Manager. The homeowner/resident must complete the form for each pet, as well as each time there is a new pet. Management must have up to date records of all pets residing in the community.

Failure to complete and return the Pet Registration & Agreement Form will result in a fine against the unit owner's account for every day that the form remains outstanding.

If a pet is a service animal, then the unit owner and the pet's owner (if different from the unit owner) must submit verifiable proof that the animal is in fact a service animal as defined by the Americans with Disabilities Act.

If a pet is an assistance animal, then the unit owner and the pet's owner (if different from the unit owner) must submit documentation: (a) demonstrating a resident of the unit meets the Fair Housing Act's definition of a disability; (b) describing the accommodation provided by the assistance animal; and (c) showing the relationship between the disability and the need for the accommodation.

In accordance with the Pet Registration & Agreement Form, all unit owners and tenants that own a pet residing within the Association agree to indemnify, insure, defend, and hold harmless the Association, its general manager, board members, members, and any other Association's agents and employees from liability for any damage or loss that occurs due to the pet, and will be responsible for any legal fees incurred to defend any legal action against the Association.

In accordance with the Pet Registration & Agreement Form, any damage caused to the Common Elements by any pet shall be the responsibility of the unit owner of the unit in which the pet resides. The Association will repair the damage and charge the responsible unit owner for the costs incurred in repairing the damage. If payment is not received, the Association will collect any amounts due and owing in the same manner provided in the Master Deed and By-laws for the collection of delinquent assessments.

- A. Unless inside its unit, any pet on Association property or any other are within the Association shall be kept on a leash held by a person in control of the leash.
- B. If a person cannot control the leashed pet, that person shall not take the pet outside of the unit. No child under 12 shall be permitted to walk a pet within the Association.
- C. All feces must be immediately removed and properly disposed.
- D. Unit owners, residents, guests, and tenants shall not feed or harbor stray cats.
- E. Pets cannot be chained, tied, or otherwise secured to the exterior of any unit, any common or limited common element, including but not limited to: patios, balconies, breezeways, railings, lampposts, shrubs, trees, etc.
- F. Pets cannot be crated and kept outside.
- G. No pets shall be left unattended on balconies or patios or permitted to utilize those areas for pet waste purposes.
- H. Unit owners will be held fully responsible for the actions of their pets, including their tenants' pets. Unit owners will have ten (10) days' notice to repair or replace damaged property, both commons and private elements. If repairs or replacements are not made within ten (10) days, the Association will make the repairs and charge the unit owner's account directly.
- I. In no event shall dogs or cats be permitted on the common or limited common elements unattended or unleashed. Pets must always be on a leash when outdoors.
- J. Pets are only permitted to be walked on Greens Ave.
- K. The pet owner must pick up pet waste. Owners must carry an implement for picking up waste, such as a plastic bag or pooper-scooper. Pet waste is to be treated as garbage and are NOT to be dropped in storm sewers.
- L. Pets are not permitted to urinate on any shrub, tree, or planting.
- M. New Jersey law requires pets to be licensed. Every pet on Association property shall be properly licensed and shall, at all times, wear a collar with a tag displaying their pet's name.
- N. No pet that habitually barks or cries or is otherwise a nuisance to the Association's other residents, may be kept in the Association.

- O. Every dog kept in the Association must have an up to date rabies vaccine and the owner must provide proper documentation of vaccination for rabies upon the Board's demand.

Any and all violations of the above stated rules shall result in fines.

#### **FLOORING**

36. **AS OF JANUARY 16, 2004, all second-floor units must be carpeted with wall - to - wall carpet with padding underneath. Any present homeowner who does not have carpeting will be grandfather until a time when they remodel, then the floors have to be carpeted. All units for sale at this time the owners must be notified that the floors must be carpeted before move in. If the unit is rented when the present tenants move out, before new tenants move in the unit must be carpeted. Management reserved the right to inspect a second-floor unit for carpeting. Failure to do so can and will result in a violation and/or fine.**

#### **STORAGE ROOM PROCEDURE**

37. All bins to be clearly marked with name and unit number.
38. There is to be nothing outside the bins. Any items left outside the bin will be assumed abandoned and will be discarded.
39. Keep all storage areas clean.
40. Nothing flammable is permitted to be stored.
41. All storage is at your own risk; the Association is not responsible for items in storage in a common element.
42. If you have anything in storage, make sure your homeowners or renters insurance covers the items for loss or damage.

#### **BALCONY PROCEDURES**

43. Only electric grills are permitted. Grilling must be done 5 feet from any wall or building. Gas and propane grills are strictly prohibited.
44. Only outdoor patio furniture is permitted. Patios are not to be used for storage. No couches, storage bins, kitchen furniture, surf boards, or any other items that are not considered patio furniture can be left on the balcony.
45. Hanging objects that pose a danger are not permitted.
46. Radios, stereos, TV's are not to be played on the balconies.
47. Unusable Bicycles are not permitted to be stored on balconies.
48. Laundry, towels, blankets, bed linens, clothing etc. is not permitted to be dried on patios or balconies. Nothing is to be hung on or over the railings.
49. Nothing shall be swept or thrown from the balconies, windows, or doors.

#### **EMERGENCY PROCEDURES**

We are submitting this emergency procedure in the event of an emergency; we suggest you follow these procedures.

50. ALL TENANTS are required to contact their landlord in case of an emergency. If your landlord lives out of state, then alternative contact person should be provided to you by your landlord.
51. It is state law anyone living out of state must have an in-state agent, (meaning someone living in Monmouth County.) Their names, address and telephone number must be submitted to Long Branch.
52. NO Tenants without the consent of their landlords may call the Association's plumber or electrician unless the tenant accepts responsibility for payment(s) to the vendor.

53. All owners must accept the responsibility to his/her unit. This is **not** an apartment complex. If a leak occurs in the middle of the night the owner must determine where the water is coming from (i.e. bathroom, toilet, sink) and take corrective action.
54. It is the owner's responsibility to contact a plumber. As per the By-Laws, anything that solely services your unit is your responsibility. Any damage caused by an upstairs owner/tenant to a downstairs owner/tenant, is between the owners and should be settled accordingly.
55. The Association supplies heat to each unit. If your zone valve or thermostat goes, items that service only your unit, repairs/replacement are your responsibility.
56. If the heat problem turns out to be the boiler or a common pipe then the Association would be responsible,
57. You are responsible to read the By-Laws to see where your obligations begin/end and where the Association's lie.
58. The Association is here to maintain, protect, beautify and care for all common elements. This does not include the inside of any unit or pipe, toilets, showers, or appliances, etc.

### **BUYING AND SELLING A UNIT**

These are just a few points that you need to know when buying or selling a unit at Arbor Terrace

#### **Selling**

- Please inform the management company when you decide to sell your unit; they might be able to help.
- When an offer has been accepted, and it goes to contract, please inform the management company of the closing date and price.
- Please supply the management company the full name of the buyer.
- Please turn over copies of Master Deed, By-Laws, and Rules and Regulations to the new owners.
- Pay off any outstanding fees owed to the Association.

#### **Buying**

- Please have your attorney request a closing statement through [www.homewisedocs.com](http://www.homewisedocs.com)

### **FINE PROCEDURE**

**See Fining Resolution for information on Fines for the Association.**