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Richard McCall, President
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Carol Hudak, Vice President
James Netis, Treasurer

March 1, 2023

Re: Revised Article IV Section of the Holiday Heights Rules and Regulations

Dear Homeowner and Resident,

Enclosed is a copy of the revised ARTICLE IV-RESTRICTIONS AND ENFORCEMENT section of the Holiday Heights Rules and Regulations. **This revision supersedes the previous Article IV in its entirety.** The remaining articles of the Rules and Regulations in the White Handbook dated 2013 are still in effect and should not be destroyed or disregarded.

The Board retains the right and authority to change and update the Rules and Regulations without member approval or vote as per By Laws ARTICLE IX-OPERATIONAL POWERS AND DUTIES OF DIRECTORS .In this amended Article, the following Sections: Property Restrictions, Infringements, Fines and Liens, and the Schedule of Fines and Liens/Code Violations were revised, updated or added to address those issues necessary to reflect the needs of our changing community.

Please utilize this current ARTICLE IV-RESTRICTIONS AND ENFORCEMENT prior to planning any exterior project or changes to your Lot or Living Unit. All planned exterior projects must be submitted to and approved in writing by the Code Committee and the Board of Directors before any work can begin.

If you need assistance with or have any questions about your project, or any other Code issues, the Code Committee meets each Monday between 9:30am and 11:00am in the Small Card Room in the Association Office Clubhouse Building.

Thank you for your cooperation,

Rich McCall
President, Holiday Heights Board of Directors

Cc: Board of Directors
Code Committee
Office Staff

ARTICLE IV - RESTRICTIONS AND ENFORCEMENT

Owners are ultimately responsible for their Lot and Living Unit. Owners and/or Residents of the applicable Lot and Living Unit may be jointly and severally responsible for fines and violations.

For all exterior projects, Owners are required to have their project submitted to and approved in writing by the Code Committee and the Board prior to receiving a required Holiday Heights Project Permit and if required, a Berkeley Township Zoning Permit before beginning any exterior project on their Lot and/or Living Unit. (See steps below.)

Failure to obtain project approval in accordance with these Rules and Regulations will result in a two-hundred-fifty dollar (\$250.00) fine, and all work must stop and not continue until such fine is paid by the Owner(s) of the applicable Lot and/or Living Unit, and the proper written approvals and permits are obtained. Upon notice, failure to stop all work shall result in a separate fine of up to two-hundred-fifty dollars (\$250.00) per day.

Any Director or Code Committee member shall have the right to access the exterior of any Lot or Living Unit to follow project progress or investigate Code violations or complaints.

Steps for projects which **only** require Holiday Heights Code Committee and Board approval:

- Fill out and submit a Holiday Heights Zoning and Construction Application (available on the website or from the Code Committee).
- Pick up the *approved* Holiday Heights Zoning and Construction Application and Holiday Heights Project Permit.
- The Holiday Heights Permit is to be displayed in a street-facing window of the Living Unit prior to any work commencing and for the duration of the project until the Code Committee has returned to sign off.

If an Owner is told the project will require Berkeley Township approval, the Owner shall follow the steps below:

- Fill out and submit a Holiday Heights Zoning and Construction Application (available on the website or from the Code Committee).
- Bring the *approved* Holiday Heights Zoning and Construction Application to the Berkeley Township Zoning Office and fill out a Berkeley Township Zoning Permit Application.
- After the Berkeley Township Application is approved and a Township Permit is issued, present the approved Berkeley Township Application and Permit to the Code Committee for written confirmation and verification.
- The Code Committee and the Board will grant final approval and issue a required Holiday Heights Project Permit prior to the beginning of any work. Both Permits are to be displayed in a street-facing window of the Living Unit for the duration of the project and until the Code Committee and/or Berkeley Township has returned to sign off.

The Association reserves the right to enforce the all Rules and Regulations as stipulated herein against each Owner and/or Resident of the applicable Lot and/or Living Unit. The Board shall have jurisdiction and sole discretion regarding enforcement of all restrictions. Failure by the Association to enforce any restrictions herein shall not be deemed a waiver of the Association's right to do so.

It is the right of the Board, as provided in the Declaration, Bylaws, and these Rules and Regulations of the Association, to suspend the Membership Privileges or rights of any Owner and/or Resident to enjoy the Common Properties and facilities for any violation of the Declaration, Bylaws, and these Rules and Regulations, and to suspend an Owner's voting rights for Bylaws and Declaration Amendments or appointment or nomination or election to the Board during any period during which any assessment remains unpaid.

In the event an Owner and/or Resident is not entitled to enjoy Membership Privileges, such Owner and/or Resident must otherwise comply with and abide by all obligations and duties as set forth in the Declaration, Bylaws, and these Rules and Regulations.

Section 1. Use and Property Restrictions

Any violation of **Section 1. Use and Property Restrictions** may result in a fine as per **Section 4. Schedule of Fines and Liens/Code Violations**, in addition to any fine applicable per Berkeley Township Ordinance.

1. Artificial Outside Lights and Illumination

Illumination provided by artificial lighting on the Lot shall not exceed five feet (5') beyond any Lot line. Illumination provided by a spotlight or any other type of artificial lighting that provides a concentrated beam of light shall not extend beyond the Lot line and shall not shine directly upon any neighboring Lot and/or Living Unit nor shall it shine directly on or into any room, rooms, porches or patios of any neighboring Lot and/or Living Unit. (Ref. Berkeley Township Ordinance No. 96-30-OAB § 1).

Holiday lights must not be displayed more than 60 days prior to the holiday and must be removed no more than two (2) weeks after the holiday, weather permitting.

2. Businesses

No mercantile, manufacturing, mechanical or trading business, business establishment, commercial activity or professional office of any nature shall be maintained or conducted within any Lot, Living Unit or the Common Properties, nor shall anything be done which may become an annoyance or nuisance to the Association, surrounding neighborhood, or The Properties, or to any Owner and/or Resident of any Lot or Living Unit. An activity done within a Living Unit for a fee, such as computer work or bookkeeping shall be allowed, provided that activity is not apparent from the street and does not create a nuisance or otherwise increase vehicular or pedestrian traffic or otherwise violate a Berkeley Township Ordinance. Rental of rooms or portions of a Living Unit or Lot is considered a business and is prohibited.

3. Clothesline

Only single umbrella or “T” types are allowed and must be located within the confines of the rear yard of a Lot. The umbrella type must be collapsed when not in use. Clotheslines of the “T” type are to be removed when not in use.

4. Concrete Work

All plans must be submitted to and approved in writing by the Code Committee and the Board prior to any work commencing.

a) Side concrete walks are limited to no more than twenty-four inches (24”) from the foundation of the Living Unit and a maximum of thirty inches (36”) wide.

b) Alterations and/or expansion of driveways are permitted, but the maximum driveway width must not exceed eighteen feet (18’) and are applicable to single-car garages only. A Berkeley Township permit will be required. The expansion must be divided by equal distances on each side of the current driveway (e.g., 4 ft. extensions will be divided 2 ft. and 2 ft.) where the Lot allows.

For difficult or odd Lot designs, the final decision will be at the sole discretion of the Code Committee and the Board.

c) Patios are only permitted adjacent to the rear of the Living Unit and are limited in depth by the Berkeley Township Building Code. Patios may not extend beyond the concrete walkway on the sides of the Living Unit. Patios are not permitted beyond the width of the Living Unit on the grass side of the Living Unit. The setback from the rear Lot line of the Lot must be a minimum of eight feet (8’).

No side patios are allowed to be constructed between Living Units due to the swale areas. Side patios constructed before June 1991 can remain only if they do not create a drainage problem.

5. Domestic Pets and Wildlife

a) All animals except domesticated pets are prohibited. Domestic pets shall be confined within the Living Unit except while being walked on a hand-held leash which is not to exceed six feet (6’) in length.

b) Pet owners and keepers are permitted to use the easement/patch of grass between the sidewalk and the curb (Ref. Berkeley Township Ordinance No. 84-1-OAB § 9-2.5). Walking pets in the street is discouraged due to safety issues for people and pets.

c) All pet owners and keepers shall be respectful of all Owners’ Lots; in return, all Owners and/or Residents shall show the same respect for pet owners and keepers.

d) Pet owners and keepers shall keep their pets off other Owners’ Lots and Common Properties and immediately and properly dispose of their pet’s solid waste. (Ref. Berkeley Township Ordinance No. 05-25-OAB § 3). Solid waste must not be emptied into sewers or basins.

e) All pet owners shall immediately collect their pet’s solid waste on their Lots.

f) Owners and/or Residents shall not feed wildlife since doing so can pose a nuisance to neighbors and can spread ticks and disease (Ref. Berkeley Township Ordinance No. 00-2 OAB § 4). Wildlife shall not be fed with the exception of the use of off-ground bird feeders placed so as not to impede the Association’s lawn service.

6. Drainage Patterns

Each Owner and/or Resident must maintain the slope areas on their Lot to prevent soil erosion and to preserve the designated drainage pattern. Any deviation to this policy, including but not limited to, trees and/or decorative plants added or removed, must first be submitted to and approved in writing by the Code Committee and the Board.

7. Exterior Maintenance

Each Owner is responsible for the exterior maintenance of their Lot or Living Unit, including but not limited to: painting, repairs, replacement, and care of roofs, gutters, downspouts, steps and porches, windows and doors, building surfaces, grounds, lawns, trees, shrubs and the maintenance, repair, and replacement of sidewalks and walkways. At the sole discretion of the Code Committee and the Board, nothing visible on a Living Unit or its surrounding Lot should be viewed as unsightly or regarded as excessive use of figurines or decorations, with an exception for seasonal holiday displays.

8. Neglected or Abandoned Lots or Living Units

The continued exterior maintenance of Lots and Living Units is of the utmost importance to maintain the property values of The Properties, the Association as a whole, and the Lot and Living Unit of each and every Owner. As such, violations for exterior maintenance and repairs shall carry increased fines at the discretion of the Board, for violations occurring on any Lot or Living Unit neglected or abandoned by Owners.

9. Fences – Rear Lot Line

All plans, with detailed specifications and a plot survey, must be submitted to and approved in writing by the Code Committee and the Board prior to any work commencing, and before a required Berkeley Township permit can be obtained.

a) A free-standing, straight-line fence, not to exceed six feet (6') in height and no wider than the width of the back Lot line, may be erected at the rear Lot line with the following conditions and restrictions:

- i) The Owner assumes full responsibility and liability for the building, maintenance, and repair of the fence and its parts;
- ii) The rear Lot line must back up to a basin, Common Properties, or a main street.
- iii) No fence may be erected where the rear Lot line backs up to wooded property areas between rear neighbors;
- iv) No fence may be erected between houses, neither side nor back neighbors;
- v) Fencing may only be erected within the rear Lot line; no fencing may be erected on the Common Properties;
- vi) The fence may not interfere with the Association mowing of the Lot or Common Properties;
- vii) Consideration and approval shall be determined based on conditions requiring the construction of said fence, and
- viii) Fencing options will be at the discretion of the Code Committee and the Board.

10. Garbage, Trash, Leaves, Recyclables, and Materials

a) The pick-up of garbage, other trash and recyclables is a service of Berkeley Township, and trash and recyclables may not be put out earlier than 4:00 p.m. the day before a scheduled pick-up (Ref. Berkeley Township Ordinance No. 91-36-OAB § 20-1.15).

An exception will be made for Owners and/or Residents who require early curbside placement of home contents after requesting permission from the Code Committee. If a whole-house clean-out is scheduled with the Township, prior notice to the Code Committee is required (Township fee applies).

b) Owners and/or Residents are required to have all garbage and rubbish bagged and placed in covered containers (made of metal or plastic). All containers shall be concealed in an enclosure or in the garage, except when temporarily placed outside for pick-up. For additional refuse needs, only black outdoor heavy-duty plastic bags may be utilized and placed at the curb. Kitchen-size plastic bags are prohibited. Recyclable materials must not be bagged.

c) All refuse must be placed by the Owners or Residents of a Lot and Living Unit at curbside and may not be placed in the street so as not to impede access to mailboxes and to avoid contact with passing vehicles. Containers must be promptly removed from the curbside following pick-up.

d) Construction debris from a specific Lot or Living Unit project must be removed by the contractor or Owner within five (5) days after completion of the project.

e) No excessive or unsightly materials are allowed to be stored or stockpiled within the confines of any Lot or Living Unit.

f) Any form of compost pile by an Owner and/or Resident is prohibited on any Lot or upon the Common Properties.

g) The collection of leaves will be as directed by Berkeley Township. Street sweeping is a Township service.

11. Lawns, Landscaping, Shrubs, and Trees

All plans to remove, add to or change any Lot landscaping, including hardscapes, must be submitted to and approved in writing by the Code Committee and the Board prior to any work commencing and must not interfere with the Association's lawn service.

a) A mature grass lawn is required and must be well maintained on the front, rear, and sides of all Lots and not excessively watered as to impede or prevent the Association's lawn service.

b) No plantings or obstacles are allowed in the swales with the exception of side landscaping, including borders and blocks, adjacent to the Living Unit. Blocks must not exceed eighteen inches (18") in height, and total landscaping may not extend more than two feet (2') from the side of the Living Unit. Any plantings deemed to create or contribute to a drainage problem must be removed.

c) Front landscaping, including shrubs, borders, and blocks, is permitted; blocks are not to exceed eighteen inches (18") in height and total landscaping cannot extend more than four feet (4') from the front of the Living Unit.

A tree may be planted in the front yard. Branches must be kept trimmed to a height of seven feet (7') and shall not protrude over sidewalks and pose a danger to walkers.

d) For rear Lot lines, shrubs are only allowed to be planted three feet (3') in from the rear Lot line, and trees may only be planted in the rear yard at five feet (5') from the rear Lot line and both

at a minimum of ten feet (10') on center. Shrubs cannot be allowed to grow beyond an Owner's Lot lines.

- e) Plantings between sidewalks and curbs are not allowed on any Lot.
- f) Tree removal on Common Properties is at the exclusive discretion of the Holiday Heights Board.
- g) Sidewalks on Lots are to be maintained by the Owner of the Lot.
- h) The cleanup of downed trees on or originating from a Lot or Living Unit is the responsibility of the Owner. Tree stumps must be removed or ground down enough so the area can be re-seeded so as not to interfere with the Association's lawn service.
- i) Siding on all Living Units must be at least six inches (6") off the ground or have a border surrounding it for protection during the Association's lawn service.
- j) Any siding damage lower than six inches (6") off the ground or not protected by a border will not be replaced or repaired by the Association's lawn service or the Association.

12. Retention Walls

All plans with detailed specifications and the plot survey relative to retention walls must be submitted to and approved in writing by the Code Committee and the Board prior to any work commencing and before a required Berkeley Township Permit can be issued. Consideration and approval to alleviate the conditions shall be determined by need-based criteria.

- a) Retention walls to prevent soil erosion or relieve water run-off issues that adversely affect drainage patterns for the Lot and/or Living Unit or surrounding Lots and/or Living Units will be considered by the Association based on appropriate and specifically articulated criteria.
- b) Lawn service on such altered Lots, as provided by the Association, will be subject to the Landscaper's discretion or will become the Owner's exclusive responsibility.

13. Signs and Flyers

- a) All signs, banners, temporary lawn signs, window signs, 'For Sale' signs on materials or on vehicles in driveways, 'For Rent' signs or 'Do Not Cut' lawn signs, are strictly prohibited on any Lot and/or Living Unit. Only Association-issued red flags are to be used to denote *do not cut* properties.
- b) The unauthorized distribution of flyers of any nature is prohibited within the Association, including the Common Properties.
- c) Notices or commercial displays of any nature or kind shall not be shown or displayed upon Lots or Living Units.

The following signs may be displayed but cannot be placed on the strip between the sidewalk and the curb:

- i) Home Security Signs;
- ii) Home 'For Sale' signs are allowed only for the term of the sale;
- iii) Yard Sale signs are permitted and must be removed immediately after the sale;
- iv) Contractor signs are permitted but must be removed upon completion of all work;
- v) Election or political signs, flags, and banners are permitted on all Lots and Living Units during Election periods only. Election signs are limited to 2 ft. x 2 ft. in size and displayed on the front

lawn only. One lawn sign per candidate may be displayed sixty (60) days prior to the Election and must be removed five (5) days after the Election. Political flags and banners may be flown or displayed sixty (60) days prior to the Election and must be removed five (5) days after the Election, and

vi) Offensive or vulgar signs or banners are strictly prohibited.

14. Stone Cover

The use of stones on a Lot is prohibited except around the base of trees, shrubs, flowerbeds, or mailbox posts, and then must be contained by a border. Decorative stone cover cannot exceed ten percent (10%) of the total Lot. Stone cover between the sidewalk and curb is prohibited. Stone cover cannot extend more than twenty-four inches (24") from the foundation on the sides of the Living Unit or four feet (4') from the front of the Living Unit.

15. Storm Drains and Basins

The storm drains empty into the catch basins and are provided solely for the run-off of excess water. They cannot be used for any other purpose. The disposal in the drains and/or basins of dog feces, motor oil, paint, anti-freeze, grass clippings, or any other item that will pollute the basins is strictly prohibited.

16. Structures

*Any exterior additions, attachments, changes, or alterations to a Lot and/or Living Unit shall not be considered until all plans and specifications, along with a plot survey, when needed, are submitted to and approved in writing by the Code Committee and the Board, and until a Berkeley Township permit is obtained, as required.

a) No structures or free-standing buildings, with the exception of an enclosure for garbage containers, which shall not exceed two and a half feet (2-1/2') in width, four feet (4') in height, and eight feet (8') in length, shall be erected between any Living Units.

b) One (1) storage shed per Lot is permitted. The storage shed shall be placed on the rear patio or a patio-adjacent foundation and shall not protrude from the sides of the Living Unit. It shall be no more than eight feet (8') by ten feet (10'). If sided or painted shall be as close in color as possible to the Living Unit.

c) Any extension to the rear of a Living Unit shall in no way exceed the width of the Living Unit and shall be limited in depth to conform to the Berkeley Township Building Code. The outside walls of any extension shall not be higher than the existing outside walls of the Living Unit.

d) Any addition, change, or alteration of a Living Unit shall match the Living Unit in color and materials.

e) No color change of a Living Unit's siding shall be undertaken without written approval to assure that the replacement siding is consistent with the Developer's initial design and the Association's current aesthetic.

f) A railing or fencing surrounding a rear patio or deck shall be permitted and limited to a maximum height of four feet (4'). A railing or fencing around a patio may not extend beyond the concrete sidewalk of the Lot. No railing or fencing may extend beyond the width of the Living Unit on the grass sides of the Lot. Deck railings must be attached directly to and around the deck dimensions.

Front porch railings or fencing are permissible, and limited to a maximum height of three feet (3').

g) Ramps for handicapped use are permissible provided all plans and specifications showing all details are submitted for approval. (Per **16. Structures** requirements above*)

h) A Gazebo, Pergola, Hot Tub, or Jacuzzi® may be installed provided all plans and specifications showing all details are submitted for approval. (Per **16. Structures** requirements above*)

i) A Hot Tub or Jacuzzi® may only be placed on a patio or deck and must have a lockable cover. If it does not, then the patio or deck must be enclosed by a four feet (4') high railing with a locked gate. Concealing shrubbery must surround the patio or deck. (Per **16. Structures** requirements above*)

j) Permanent generators are permitted provided all plans and specifications showing all details are submitted for approval and must be in compliance with Berkeley Township Lot line set-backs. (Per **16. Structures** requirements above*)

k) No grills, fire pits, chimineas, or similar outdoor fire features using combustible material (such as wood) are permitted. Only propane and natural gas grills, fire pits, or such fixtures are permitted and are restricted to patios and decks.

17. TV Dishes

Each Living Unit is permitted to erect two (2) TV dishes, which are limited to a maximum size of twenty-four inches (24") and must be attached to the Living Unit.

18. Vehicles and Bicycles

a) No commercial truck, van, trailer, home trailer, mobile home, motorhome, boat, unhitched trailer, or any commercial vehicle shall be parked or stored within the respective confines of the applicable Owners' Lot. No restrictions are intended on personal vehicle parking including, but not limited to, cars, vans, and pickup trucks.

b) Vehicles parked in the street shall not block driveways or deliveries to residential mailboxes.

c) Parking vehicles on the applicable Lot's lawn is prohibited. (Ref. Berkeley Township Ordinance No. 88-6-OAB § 4.22-6) except during a snow storm, in order to adhere to the Township Ordinance regarding clearing of streets to enable plowing (Ref. Berkeley Township Ordinance No. 04-30-OAB § 7-8.3). All vehicles must be removed immediately after the streets have been plowed.

d) If an Owner, Resident, or Guest wishes to park a vehicle in the clubhouse parking lot overnight or longer, the Owner, Resident, or Guest must first obtain express written permission from the Association office and must sign a waiver of liability. This is not intended as permanent parking for Owners, Residents, or Guests.

e) Bicycles must be walked on non-vehicular areas of the clubhouse grounds, must be stationed in the racks provided in the front or rear of the clubhouse, and not be laid, leaned, or placed anywhere else on clubhouse grounds.

19. Containers, PODS®, and Dumpsters

Requests for the use and timeframe of containers, PODS®, and dumpsters on a Lot must be submitted to and approved in writing by the Code Committee and the Board prior to placement.

A Holiday Heights Project Permit shall be issued and is to be posted on the Lot and Living Unit for the duration.

- a) Containers, PODS®, and Dumpsters are permitted on the driveway only and are not allowed on any street in Holiday Heights, as it is a violation of NJ Rev. Stat. § 27:5I-1.
- b) No Containers, PODS®, or Dumpsters can be placed on lawns or patios.
- c) Containers, PODS®, and Dumpsters must not exceed the length of the driveway or block the sidewalk.
- d) Owners and/or Residents are obligated to advise the Code Committee of any timeframe extension necessary for the use of said Containers, PODS®, and Dumpsters beyond the original timeframe initially authorized by the Association. Use should not exceed 30 days.

20. Non-Specified Violations

The Association shall be authorized to impose fines upon the appropriate Owner and/or Resident for any violation not specified in this **Section 1. Use and Property Restrictions**.

Section 2. Infringements

1. Owners shall not exceed their Lot boundary limits, as shown in their Lot survey, for personal use and enjoyment. Owners shall not place any item, thing, tree, plant, landscaping, structure, object, or encroachment of any kind upon the Common Properties. The Association shall not be responsible for any damage, personal injury or property damage which may occur when Common Properties are used or occupied. The infringement upon Common Properties shall not give rise to any future legal title to such properties.

Section 3. Fines and Liens

The Board has the power to approve and adopt such Rules and Regulations as may be necessary to carry out the intent of the Declaration, Bylaws, and these Rules and Regulations and shall have the right to bring lawsuits to enforce the Rules and Regulations so approved. The Board also has the right to levy reasonable fines for violations of the Declaration, Bylaws, or these Rules and Regulations (Ref. Declaration, Article VI, Section 1 and the Bylaws, Article IX, Section 8).

1. Where it is determined that an Owner and/or Resident is not in compliance with the Declaration, Bylaws, and these Rules and Regulations, the Code Committee Chairperson shall recommend to the Board to issue a written notice to correct the violation within a reasonable period of time not to exceed thirty (30) days and/or immediately issue a fine as per **Section 4. Schedule of Fines and Liens/Code Violations**.
2. Should the Unit Owner and/or Resident fail to correct any condition, the Board shall levy a fine against the Owners of the Lot and Living Unit as per **Section 4. Schedule of Fines and Liens/Code Violations**. Where a violation continues after the given time allowed for correction, each day thereafter will be considered a separate violation subject to a daily fine as specified in **Section 4. Schedule of Fines and Liens/Code Violations** or as otherwise provided in this **Section 3. Fines and Liens**.
3. Should the violation still remain uncorrected, the Board, at their sole discretion, may opt to have the condition corrected and charge the Lot or Living Unit Owner and/or Resident for all costs, charges and fees for correction or removal of the violation, including all attorneys' fees and costs incurred by the Association to address and correct the violation.

4. Where there is a violation that constitutes or creates a nuisance, the Code Committee shall recommend to the Board to issue a warning notice. Should the offense be repeated any time thereafter, a fine shall be levied by the Board, against the Lot or Living Unit Owner and/or Resident, as per **Section 4. Schedule of Fines and Liens/Code Violations** or as otherwise provided in this **Section 3. Fines and Liens**.
5. All attorneys' fees, costs, charges, expenses, or other monies expended, incurred or to be incurred by the Association to address a violation of the Association's Declaration, Bylaws and Rules and Regulations shall be paid by such Owner and/or Resident to the Association and shall constitute a lien upon the Lot and Living Unit of such Owner and/or Resident until paid in full. The Association shall have the right to foreclose upon such lien in accordance with New Jersey law and in accordance with **Article IV, Section 5. Non-Payment of Assessment** of the Association Declaration.
6. Any fines levied as per **Section 4. Schedule of Fines and Liens/Code Violations** shall be considered a Common Assessment to be levied against the particular Lot or Living Unit Owner. Where the assessment is not paid within thirty (30) days, collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Assessments by the imposition of a lien upon the Lot and Living Unit and/or the filing of an appropriate legal or equitable action with the Law Division or Chancery Division of the Superior Court of New Jersey or other Court having jurisdiction over the Lot Owner and/or Resident, with the recovery of all attorney fees and court costs incurred by the Association.

Section 4. Schedule of Fines and Liens/Code Violations (Refer to Section 1. Use and Property Restrictions)

1. Failure to Obtain Project Approval in Writing

Violation Notice **and** a \$250.00 fine for each offense. Failure to stop all work shall result in a separate fine for each day up to \$250.00 per day until all work is stopped.

2. Neglected or Abandoned Lots and Living Units

Violation Notice with increased fines up to \$1,000.00 per violation. (At the discretion of the Board).

3. Artificial Outside Lights and Illumination

Violation Notice. Berkeley Township notified (Ref. Berkeley Township Ordinance. No. 96-30-OAB § 1).

Failure to correct in three (3) days will result in an initial \$50.00 fine and \$25.00 each day thereafter.

4. Businesses

Violation Notice. Failure to desist in fifteen (15) days will result in an initial \$200.00 fine and \$50.00 each day thereafter.

5. Clotheslines

Violation Notice. Failure to correct will result in an initial \$50.00 fine and \$25.00 each day thereafter.

6. Domestic Pets and Wildlife

a) Animals not confined to the Living Unit, feces not picked up and disposed of properly:

Violation Notice. Berkeley Township notified (Ref. Berkeley Township Ordinance No.05-25-OAB § 6) **and** an initial \$100.00 fine and a \$100.00 fine for each offense thereafter.

b) Feeding ducks, geese and wildlife:

Violation Notice. Berkeley Township notified (Ref. Berkeley Township Ordinance No. 19-13-OAB § 9-18.3) **and** an initial \$100.00 fine and a \$100.00 fine for each offense thereafter.

7. Exterior of Lot and Living Unit

- a) Concrete Work b) Structures c) Drainage Interference
- d) Shrubs and Trees e) Stone Cover f) Exterior Maintenance

Violation Notice. Failure to correct will result in an initial \$200.00 fine and \$25.00 each day thereafter. If not corrected in fifteen (15) days, the Board shall have the authority to correct or remove and assess the Owner the cost of same.

8. Fences – Rear Lot Line

Violation Notice. Failure to correct will result in an initial \$200.00 fine and \$25.00 each day thereafter. If not corrected within fifteen (15) days, the Board shall have the authority to correct or remove and assess the Owner for the cost of same.

9. Garbage, Trash, Recyclables, and Material

a) Construction debris must be removed by the contractor or Owner within five (5) days of completion of the project or will result in an initial \$200.00 fine and \$50.00 each day thereafter.

b) Plastic kitchen-sized garbage bags containing refuse placed at the curb or stored on property:

Violation Notice **and** an initial \$50.00 fine and a \$50.00 fine for each offense thereafter.

c) Containers not covered or enclosed, Stockpiling:

Violation Notice. If not corrected in three (3) days, an initial \$100.00 fine and \$25.00 each day thereafter.

d) Trash placed out for pick up earlier than 4:00 p.m. on the day prior to the scheduled pick up:

Violation Notice. Berkeley Township notified (Ref. Berkeley Township Ordinance No. 91-36-OAB § 20-1.15) **and** an initial \$50.00 fine and a \$50.00 fine for each offense thereafter.

10. Infringements (Reference Section 2. above)

Violation Notice **and** an initial \$200.00 fine and an additional fine of \$25.00 per day thereafter for failure to correct. If not corrected within fifteen (15) days, the Board shall have the authority to correct the condition, and the Owner shall be assessed the cost of same.

11. Retention Walls

Violation Notice. Failure to correct will result in a \$200.00 fine and \$25.00 each day thereafter. If not corrected within fifteen (15) days, the Board shall have the authority to correct or remove and assess the Owner for the cost of same.

12. Signs and Flyers

Violation Notice. Failure to remove will result in an initial \$50.00 fine and \$25.00 each day thereafter.

13. Storm Drains

Violation Notice **and** an initial \$200.00 fine and a \$200.00 fine for each offense thereafter.

14. TV Dishes

Violation Notice. Failure to correct will result in an initial \$50.00 fine and \$25.00 each day thereafter.

15. Vehicles and Bicycles

a) Vehicles

Violation Notice. Failure to correct in five (5) days will result in an initial fine of \$100.00 and \$25.00 each day thereafter.

16. Containers, PODS[®], and Dumpsters

a) Containers, PODS[®] and dumpsters

Violation Notice **and** an initial \$100.00 fine for each violation and \$25.00 for each day not corrected thereafter.

17. Non-Specified Violations

Violation Notice. Fines shall be imposed up to \$100.00 per day for any violation not specified in this **Section 4 – Schedule of Fines and Liens/Code Violations**.

Section 5. Appeals

Owners who dispute any notice of violation may seek ADR (Alternate Dispute Resolution).

Section 6. Implementation and Compliance

The Board hereby serves notice that these Rules and Regulations will take effect and be enforced in their full capacity upon same being recorded in the Ocean County Clerk's Office.

Notes

