

**Monmouth Walk**  
**Homeowners Manual**

**Presented to All Homeowners**  
**February 2003**

## Introduction

This manual has been developed for all homeowners and renters who reside in Monmouth Walk, a condominium association in Monmouth Junction, a section of South Brunswick, New Jersey. At the time you purchased your new home, when you signed your purchase contract, you should have received a copy of the Public Offering Statement regarding this development. It is a very long and detailed account of the rules, regulations and requirements for living in Monmouth Walk. If you do not have one or were given one and have lost it, you may ask the management company for a copy at a modest fee.

The Association is operated by a Board of Trustees, consisting of homeowners who volunteer their time on the Board. They carry out the policies and procedures of the Association. The Board has developed this manual to help you understand how the Association operates and the different responsibilities of the homeowner and the Association. Please take the time to read the entire public offering statement. This manual is a supplement to that Public Offering Statement. If there is any conflict between this manual and the statement, the statement is the primary policy.

Your monthly maintenance fee is kept in an account controlled by the Board of Trustees. These monies are used to operate and support the Association including but not limited to landscaping, snow removal, operation and maintenance of the community pool, the recreational facilities, the management company, insurance, the accountant, the attorney and other activities for the general welfare of the community.

We've tried in the pages that follow to give you an idea of your responsibilities as a homeowner and those of the association. You are welcome to attend the open meetings of the association and assist with activities that benefit the entire community. Meetings are once a month and are posted on the bulletin board outside of the clubhouse. Several times a year we publish a Newsletter that lists upcoming events, items of interest and the lists of committee members and names of the Board. The Newsletter is delivered to your door. Please take a few minutes to read it for the latest developments in our community.

The Board of Trustees

## Index

- I. Definitions--- This section defines terms used in the By-Laws, the Public Offering Statement and the Master Deed.
- II. Architectural Standards and Restrictions of Use---This is a summary of the By-Laws related to architectural standards established for the community.
- III. Operation Procedures and Common Areas--- This explains the rules and regulations established in the community.
- IV. Safety and Security--- Provides general safety and security information.
- V. Repairs and Maintenance--- Outlines responsibilities of the Association and the Unit Owners with respect to repairs and maintenance.
- VI. Grounds Maintenance---Planting and landscaping information.
- VII. Governance and Compliance--- Explains membership in the Association, including purchasing and selling a home, committees, rule enforcement and fines.
- VIII. Recreation—Includes information on the swimming pool, use of the clubhouse, tennis courts and playground.

### Note

In establishing and maintaining these Rules and Regulations, or Standards, the Board makes every effort to ensure that they do not affect the unit owners' right to enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

## Article I.—Definitions

1. Condominium Property: Condominium property in the development know as Monmouth Walk consists of three (3) separate classifications: Common Elements, Limited Common Elements and Units.
  - A. Common Elements: Buildings, foundations, roofs, exterior walls, trim, grass, sidewalks, non-public roads, parking areas, curbs, sewers, storm drains, shrubs ( in common areas), trees ( in common areas), swimming pool, club house, and recreational facilities. The association is responsible for maintaining, repairing and replacing Common Elements.
  - B. Limited Common Elements: Common Elements set aside and reserved for the use of one or more specified Units to the exclusion of the other Units are Limited Common Elements. They shall include, but are not limited to the following: decks, patios, front and rear entryways, common walls, porches, driveways, steps and railings. Each unit owner is responsible for maintaining, repairing and replacing at their individual cost and expense all areas designated as Limited Common Elements (see Master Deed, page 5).
  - C. Units: Units consist of the space enclosed by the unfinished inner surfaces of the exterior and interior dividing walls, ceilings and floors, including vents, doors, windows, skylights, garages and other structural elements regarded as enclosure of space. In addition, the direct inner surfaces of interior walls, floors and ceilings consisting of wallpaper, paint, plaster, carpeting, sheet rock, tiles, visible fixtures, mechanical systems and equipment, appliances and all other finishing materials affixed or installed for the sole and exclusive use of the unit. Each unit owner is responsible for maintaining, repairing and replacing such items ( see master deed, pages 2 and 3).
2. Applicability: These Rules and Regulations are applicable to ALL members of the Monmouth Walk Condominium Association, to lessees of members and families, guests and employees of members and/or lessees. The term “occupant” as used in these regulations applies generally to the foregoing persons.
3. Occupancy:
  - A. The Association will maintain a roster including the name, address, and phone number of each unit occupants place of employment, vehicle information, and persons to be notified in the event of an emergency.
  - B. Each homeowner must assume the responsibility of keeping this information current on an annual basis and report any changes to the management company.
4. Member and Occupant Liabilities:
  - A. Each member of the Association is obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts

of the Common Elements damaged solely by his negligence or the negligence of a member of his/her family, a lessee, guest or an employee.

- B. Each unit owner will be responsible for any damages that result from their failure to maintain plumbing, mechanical systems and household equipment.
- C. Each unit owner shall maintain adequate insurance to cover the replacement of all personal materials and the entire interior of the unit. The Association has insurance to replace units should a major incident take place, but the Association's insurance does not cover replacement of personal items such as furniture, interior wall coverings, floor coverings, clothing, valuables, etc., as well as the interior with any improvements made by the owner.

**Article II—Architectural Standards and Restrictions of Use (taken from By-Laws**

1. **No alterations are to be made to the exterior of any Unit, Limited Common Elements or Common Elements.**
2. **No Unit owner shall contract for or perform any maintenance, repair, replacement, alteration or modification of the Common Elements or any additions thereto. No owner shall take or cause to be taken any action within his Unit which would jeopardize the soundness or safety of any part of the Condominium property or impair any easements or right appurtenant therefore or affect the Common Elements.**
3. **A Unit owner shall not build, plant or change in any way any matter or thing upon, in, over or under the Limited Common or Common Elements without the prior written consent of the Association.**
4. **No Unit owner or occupant shall burn, chop, or cut anything on, over or above the Common Elements.**
5. **Unit owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any building.**
6. **No portion of the Common Elements or other portion of the property thereof shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be deposited in dumpsters on the property for collection as set out for use by the Units. Owners shall adhere to policies as set forth by the Association for trash, recyclables or hazardous materials or other items.**
7. **No exterior loudspeakers other than those contained in portable radios or television sets shall be permitted.**
8. **It is mandatory for all units which have a fireplace to have inspections every other year and to submit proof of such inspections to the Association.**

### Article III—Operating Procedures and Common Areas

1. **Attics:** No Unit owner shall place or store any item in any “attic” space or other space above the gypsum board or other material constituting the ceiling of the unit.
2. **Attic Ventilators (Fans):** Attic ventilators are permitted, although prior written approval from the Board of Trustees is required. The specifications are to use: Masterflow Pro 3—160 CFM #539-250 –attic fan.
3. **Bicycles** are not permitted to be left outside overnight on front porches, sidewalks or driveways.
4. **Detached structures** such as dog houses, sheds, animal cages or other detached structures are prohibited.
5. **Driveways** must be maintained and kept free of debris. The storage of any items (e.g. garbage cans, recycling cans, bicycles, baby strollers, etc.) is prohibited.
6. **Exterior awnings and shades** are prohibited.
7. **Firewood** must be stored in a metal hoop not touching the soil and 10 feet from any part of the building or the foundation, your deck, deck supports, steps, front porches or railing. All firewood must be removed and can not be stored after April 15<sup>th</sup> in or around the unit, or before October 1<sup>st</sup>. Firewood must be stored in the designated firewood storage areas along Kara Blvd.
8. **Flags**, such as seasonal flags, the US flag, wind chimes and wind socks are permitted, provided they are kept in good condition.
9. **Front Porches** should remain free of clutter. No bicycles, toys, clothing, firewood, gardening tools, garbage or recycling shall be kept anytime on front porches. Although discouraged, 1 to 2 chairs, or a bench is allowed provided it does not block egress into a unit.
10. **Individual garage and yard sales** are prohibited. The Board of Trustees may make a determination that a community garage sale shall be held. In that event, all Association members will be notified of such date and rules of participation in advance.
11. **Grills and Barbecues:** The use of portable LP (propane), natural gas or charcoal barbecues and grills on front porches, decks or in garages is prohibited. Portable LP (propane), natural gas or charcoal barbecues and grills must be located at least 5 feet from a combustible wall and not under an overhang. Storage of additional portable LP (propane) tanks is prohibited. A violation of this regulation creates a serious fire hazard. Please be aware of the danger of fire.
12. **Holiday Decorations**
  - A. No decorations may be hung directly on the building because it damages the fascia and siding. Do not drive nail into or put holes in the wood trim or metal siding.
  - B. All decorations must be confined to the area immediately adjacent to your door and entranceway or windows. If you put lights outside, be careful not to create trip hazards and be sure to use only exterior lights and cords. Do not drive hooks into any wood or metal surfaces. Lights and decorations

can go up no sooner than 30 days prior to the holiday and must come down no later than 21 days after the holiday.

13. **Heating and Mechanical Systems:**
  - A. All mechanical systems (dryer vents, air ducts, HVAC systems, water heaters, etc.) must be kept in good operational order.
  - B. It is the responsibility of the Unit owner to repair, maintain and replace all mechanical systems and appliances within their own Unit.
14. **Lighting:** No floodlights shall be installed on any exterior area of any unit. Replacement of outside light fixtures attached to a unit shall be the responsibility of the Unit owner.
15. **Noise and Disturbances:** The Township of South Brunswick has existing laws that govern Monmouth Walk. You need to contact the Township or ask the management company for additional details. Basically the laws are designed to protect the rights of all citizens in the Township and to respect the rights of others.
16. **Open Flames and other Flammables:** The use of any open flame where highly flammable, combustible or explosive material is utilized or stored is prohibited. This includes patio or deck kerosene torches, patio kettles, outdoor portable LP space heaters, open burning, unattended outdoor candles, and bonfires. No flammable, combustible or explosive substances such as gasoline, propane, butane, etc., may be kept or stored in or around a unit. Kerosene heaters are prohibited in any unit by order of the South Brunswick Fire Department.
17. **Pets:** No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the common elements. Domestic pets are permitted in each Unit, provided they are not kept, bred or maintained for any commercial purpose and they are housed within the Unit.
  - A. Only those type of pets which are domesticated and do not pose an unreasonable threat to the health and safety of the residents of the community shall be permitted.
  - B. Dogs, cats and other pets shall be leashed at all times when on any common property or limited common property of the Association.
  - C. All pet leashes shall be a maximum of seventy-two (72") inches in length.
  - D. No pets shall be left unattended on common property or on limited common property without their owner including, but not limited to decks, patios, front porches or common area.
  - E. Animal cages shall not be permitted on common property or limited common property.
  - F. Pets may not be permitted to urinate or defecate on the lawn areas or tree/plant beds within the common property or the limited common property.
  - G. Pets must be curbed. All animal feces must be immediately picked up, placed in a plastic bag or equivalent, sealed and placed in a dumpster.
  - H. All pets must possess a current South Brunswick Township license, in accordance with Township regulations; a copy of such license shall be provided to the Association annually.



- F. **Snow Removal:** The Association is responsible for ice and snow removal from all common areas, garbage enclosures, recycling areas and sidewalks. The Unit owner is responsible for ice and snow removal from their individual "limited common" front steps, porches, sidewalks, decks and driveways. All snow is required to be removed no later than twenty-four (24) hours after the storm has stopped.
- G. **Storage Rooms:** Units with outside storage rooms shall not be permitted to store any hazardous or flammable material which would constitute a fire hazard.
- H. **Storm doors and screens:** White full view or half view glass storm doors are permitted. Unit owners are responsible for maintaining, repairing and replacing window and sliding glass door screens. The frame color of the screens must be white.
- I. **Traffic and Parking:** The laws of New Jersey allows the South Brunswick Police to issue speeding tickets in Monmouth Walk on our private streets and courts.
1. The posted speed limit on Kara and Brabson is 25 mph and 15 mph in the court yards. Speeders whether they are residents, guests, visitors or tradesmen who fail to abide by these speed limits are subject to a police summons issued by the South Brunswick Police Department.
  2. No recreational vehicles, commercial vehicles, trailers, boats or inoperable vehicles will be placed on the common elements by any owner. Any vehicle parked illegally, improperly or in violation of the By-Laws may be towed away at the owner's expense.
  3. Parking is prohibited parallel to the curb on either side, anywhere on Linda, Arlene, Cheryl, Dawn, Joanne, Jamie, Jill, Heather and Allison Courts. These areas are designated fire lanes.
  4. Parking on the inner perimeter of Kara Blvd. is prohibited.
  5. Parking on the East side of Brabson Blvd. is prohibited.
  6. Vehicles that do not fit within the white lines of the designated parking spaces or that are parked in more than one space are prohibited.
  7. Parking of vehicles in any area designated as no parking, tow-away zones, no stopping or standing is prohibited.
  8. Parking in another resident's designated space without that resident's permission is prohibited.
  9. Vehicles must be kept in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions, appearance, etc.
  10. Vehicle maintenance is prohibited in driveways and parking areas except for car washing and waxing. Oil changes may not be made in these areas and any vehicle leaking oil must be repaired as soon as possible. If any oil spot in a driveway or parking area erodes the asphalt, the car owner is responsible to repair the area or reimburse the Association. No commercial maintenance or repairs are permitted on site.
  11. Motorcycles must be parked in garage, driveways or designated parking areas. A board must be kept under the motorcycle kick stand.

12. Parking of commercial vehicles, recreational vehicles, boats and trailers, inoperable, unregistered or abandoned are prohibited.
13. All residents are responsible for ensuring that their visitors, invitees or guests park in compliance with the Association's rules and regulations.
14. Any matters or special considerations can be brought in writing before the Parking Committee for review through the management firm for the Association.

J. **Towing and Fines:** Any vehicle which is parked in violation of the rules and regulations of the Association is subject to towing and/or the imposition of fines by the Association. The Board may immediately tow without further notice to the vehicle owner any vehicle parked in violation. All vehicles are subject to all South Brunswick parking ordinances.

1. For the first violation of any parking policy by a unit, a warning notice will be issued to that unit. Note that if the vehicle is parked in a fire zone or constitutes an emergency hazard, the vehicle will be subject to be towed immediately.
2. If the violation continues for a second offense, a fine in the amount of fifty (\$50) dollars will be imposed. Thereafter, any subsequent violations will receive a fine in the amount of one hundred (\$100) dollars.
3. The Unit owner will also have all privileges in the community suspended until the fines, which are cumulative, are paid in full.

K. **Trash and Recycling:** No portion of the Common Elements or other portion of the property thereof shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers on the property for collection. The Board has issued to all units separate instructions through mailings information on trash disposal and recycling of materials.

1. The Township of South Brunswick is responsible for providing trash and recycling services to Monmouth Walk.
2. Trash, garbage and other household waste shall be deposited in dumpster containers on the property for regular weekly pickups. Trash may not be placed to the side or on top of the dumpster.
3. Dumpster lids must be closed after depositing trash.
4. Trash must be discarded in properly sealed plastic bags, not paper bags. Loose garbage causes infestation and is prohibited.
5. Propane tanks, household hazardous materials, paint cans and tires may NOT be put into the dumpsters or the dumpster enclosure area and will not be removed by the trash hauler. Residents must take the above items to the South Brunswick Recycling Center for proper disposal.
6. No cardboard boxes, carpet, newspaper, water heaters, appliances, furniture, or other large bulk items are allowed to be deposited in the dumpsters. See the recycling rules for disposal instructions.

L. **Recycling:** All township recycling rules are applicable to all Unit owners. Monmouth Walk has two areas with innovators located inside of enclosed

areas that are designed for recycling of cardboard, newspaper and the commingled bottles and cans. The innovators are located by the tennis courts at the entrance to the community of Kara Blvd. and one at the back of the community across from the Detention pond between Joann and Jamie Courts.

1. All newspaper, magazines, junk mail and cardboard boxes are to be placed in the designated area of the recycling innovator. All newspaper, magazines, etc., must be tied or placed in brown bags. **NO** plastic bags are allowed in any part of the innovator.
2. All cardboard boxes must be **flattened** and put in the innovator completely broken down. Do not leave your boxes next to the innovator or in the innovator unbroken or you will be fined.
3. All bottles and cans must be dumped in the proper area of the innovator. No plastic bags are to be thrown in. We have provided garbage cans for plastic bags disposal.
4. Do **NOT** place any of the following inside the innovator or inside of the enclosure area:

- Furniture
- Tires\*
- Lamps
- Luggage
- Styrofoam
- Mattresses
- Bicycles
- Oil, anti-freeze, or oil cans\*
- Car Batteries\*
- Paint cans\*
- Toys, even plastic ones

\*These items must be taken to the South Brunswick Recycling Center

- M. **Window Coverings:** Draperies, blinds, curtains or other window coverings must be installed by each Unit owner on all windows of their Unit and must be maintained on said windows at all times. No bed sheets, towels, newspapers or other inappropriate coverings are allowed.
- N. **Windows and Doors:** Each Unit owner is responsible for the maintenance, repair and replacement of all windows and skylights, for the front door and any doors leading onto any deck or patio adjacent to the Unit owner's Unit. Replacement windows are allowed, provided they are the same style, same color and same design. Window frosting, tinting and etching is prohibited. Unit owners shall be responsible for the maintenance and cleaning of all windows and skylights, the front door and back door of his/her Unit, and any locks, hinges or hardware pertaining to them. You will be given a reasonable amount of time to replace such items.
- O. **Window Fans:** Window fans and/or window air condition units are not permitted.

#### Article IV Safety and Security

1. Community Access: It is unlawful for any child under the age of eighteen (18) to be on or upon any Association ground, places and common areas between the hours of 9:30 pm and 6:00 am the following day unless accompanied by a responsible adult.
2. Suspicious Activity: Any suspicious person, suspicious activity or indecency observed by a resident, should be reported immediately to the South Brunswick Police Department at 732-329-4646.
3. Vandalism: Unit owners and their families, tenants and guests should not deface, remove, or destroy or permit defacing, removing or destruction of any elements of the common area.
4. Defacing of Property: Signs, notices of advertisements or any alteration of exterior surfaces shall not be placed, inscribed, or exposed on any window, doors, mailboxes or other exterior parts of the unit or on the common areas.
5. Thief and stolen property: The Association is not responsible for loss, damage or theft of items left in the limited or common areas.
6. Solicitation: No solicitation without authority of the Association is allowed in Monmouth Walk. This includes distribution of flyers and posting of signs.
7. Carbon Monoxide Detectors: On February 8, 1999, a new law was signed requiring the installation of carbon monoxide detectors in all residential homes. Each Unit owner is responsible for installing and maintaining a carbon monoxide detector.
8. Smoke and Fire Detectors: All Unit owners are required to maintain smoke and fire detectors in their individual units. The Association encourages each homeowner to replace the batteries at a minimum once in the spring and again in the fall.
9. Fireplaces and Chimneys:
  - A. The maintenance, repair and replacement for chimneys and flues are the Unit owner's responsibility.
  - B. Unit owners are required to have their fireplace and chimney inspected every twenty-four months (24) by a qualified chimney cleaning contractor that has been approved by the Association.
  - C. The Unit owner shall submit a certificate of the inspection from the inspector stating that the chimney was inspected and is not in need of cleaning or that it has been cleaned.
  - D. Should the chimney be in need of cleaning, such cleaning shall occur prior to September 30 of the year the inspection is due, and a receipt of the cleaning shall be submitted to the Association prior to that date.
  - E. Unit owners found in violation by failing to complete the inspection by September 30 of their inspection year and every 24 months thereafter shall be assessed a fine, until a certificate of inspection and/or cleaning receipt is provided to the Association.

F. A notarized affidavit to management is required if the fireplace is not used.

## Article V Repairs and Maintenance

1. Air Conditioner: Unit owners are responsible for maintaining and replacing their individual exterior air conditioning unit and cement pad
2. Decks: Unit owners are responsible for the repair, maintenance and replacement of their individual decks. Unit owners are encouraged to apply a clear seal coating to their deck once every three years. The waterproof coating must be clear and without any stain and if a Unit owner applies a coating with a stain, the owner must remove the stain and re-apply a clear sealant.
3. Driveways: Unit owners are responsible for the repair, maintenance and replacement of their individual driveways. Unit owners are encouraged to apply a seal coating to their driveway every three to five years.
4. Exterior: The Association is responsible for repairing, replacing and maintenance of roof shingles, siding and trim.
5. Exterior Lighting: The Unit owner is responsible for the repair, maintenance and replacement of all exterior light fixtures. Replacement fixtures must conform to existing fixtures.
6. Garage doors and floors: Unit owners are responsible for the repair, maintenance and replacement of their individual garage doors, automatic opener, associated hardware and garage floor. Any replacement doors must conform to the original design, white in color and with four square windows.
7. Hose and hose faucets: Hoses must be coiled and placed within a rack or portable hose enclosure. Unit owners are responsible for maintaining and replacing hose faucets. All hose faucets must be repaired or replaced at the first signs of leaking.
8. Interior: The Association is not responsible for any interior maintenance, damage or repair. The Unit owner should report the damage to his or her own insurance company for payment.
9. Siding: The Association is responsible for maintaining and replacing normal wear and tear related to the exterior siding of the buildings. Any damage caused to the exterior of a building's fascia will be reimbursed by the Unit owner responsible for the damage.
10. Steps, Porches and Railings: Unit owners are responsible for the repair, maintenance and replacement of their steps, porches and railings.
11. Utilities: Unit owners are required to keep their own interior and exterior electrical outlets, and light fixtures in good condition and proper working order. Unit owners are responsible for maintaining, repairing and replacing all electrical fixtures which are controlled from inside of their unit.
12. Water Infiltration: The Association is responsible for repairing roof leaks. Damage caused to the interior of any Unit as a result of the roof leaks, water infiltration, or rain may be the responsibility of the Unit owner. Any leaks or water damage must be brought to the attention of the Association and a determination made as to the cause.

13. **Windows, Doors and Skylights:** Unit owners shall be responsible for the maintenance and cleaning of the interior surfaces of all windows and skylights, and the front door and back door of their unit, and any locks, hinges or hardware pertaining to them. Each Unit owner shall be solely responsible for any repair/replacement of any broken glass or damaged screens in any windows and skylights and in the front door, screen door and back door of their unit.
14. **Furnaces:** You are urged to replace the air filter in your furnace at least four (4) times a year. The furnace will operate better with the replacements.

## Article VI Grounds Maintenance

1. The Association is responsible for maintaining the common grounds, including seeding, fertilizing, grass cutting and leaf removal.
2. Statues and Garden Ornaments: Small statues and garden ornaments are permitted, provided they do not exceed 12 inches in height. These items must not be greater than three (3) feet from your foundation.
3. Insect and Pest Control: The Board has determined that in order to promote the safety and general welfare of the community, it is necessary to set a procedure for the responsibility and financial obligations of the Association and the Unit owners for the extermination and/or treatment for pest infestation.
  - A. The Association shall be responsible for extermination of wood destroying insects ( termites, carpenter ants and carpenter bees) which affects the structure of the building.
  - B. Unit owners are responsible for extermination of any other insect localized in the interior of their unit or on their limited common elements at their individual cost and expense. If any Unit owner fails to do so, then that Unit owner shall be liable for any damages, liabilities and costs and expense including attorney's fees, caused by or arising out of his or her failure to promptly perform any such maintenance work.
  - C. When multiple units in a building are affected by insects other than wood destroying insects, the Association shall be responsible for extermination and the cost shall be distributed among the affected unit owners.



## Article VII Governance and Compliance

1. **Membership in the Association:** A non-refundable membership fee of \$750 is due to the Association. This fee shall be used for working capital purposes, and is paid to the Association, by every purchaser of a unit at the time of closing. Failure to pay this fee will result in collection in the same manner as provided for in the governing documents of the Association for the collection of delinquent assessments and as modified by resolution of the Board.
2. **Assessments and Maintenance Fees:** Maintenance fees, assessments, charges or other expenses are due and payable to the Association on the first (1<sup>st</sup>) day of each calendar month. Any unpaid amounts more than ten (10) days are subject to a late charge. Each payment received by the Association from each Unit owner shall be applied to amounts owed by such Unit owner in chronological order, with the earliest incurred charge being paid first and the most recent incurred charge being paid last. Any excess payment after the application to the charges owed will be applied as an advance against future charges.
3. **Late Charge:** The Board of Trustees is authorized to levy a late charge of \$25 on any Unit owners who do not pay an assessment, charge or other expense within ten (10) days after the same is due and payable. The charges and expenses represented in the usual monthly maintenance charge shall become effective as a lien against each Unit on the first day of each month. Additional or added assessments, charges and expenses, if any, are chargeable to Units and not covered by the usual monthly maintenance charge. They shall become effective as a lien against each unit as of the date when the expense or charge giving rise to such additional or added assessment was incurred by the Association. Delinquent accounts will be referred to the Association's attorney for collection and legal proceedings. All legal fees are the Unit owners responsibility and will be assessed against the Unit owner's account.
4. The Unit owner is solely and ultimately responsible for any infractions of any rules and regulations, Master Deed, By-Laws, Public Offering Statement and governing documents of this Association, including timely payment of all applicable fines for violation of such.
5. **Committees:** The Board of Trustees has created committees to assist them in the administration and management of the Association. All Unit owners in good standing may elect to participate on any committee established by the President of the Board of Trustees of the Association.
  - A. In order to participate in and remain on a committee of this Association, the Unit owners on the committees must be in good standing and remain in good standing, including payment of their common expense assessments.
  - B. If a unit owner is in violation of a provision of the Master Deed, By-Laws or the Rules and Regulations of the Association while serving on a committee, the Board of Trustees may elect to suspend that owners

participation on such committees until the violations cease, in addition to all other available remedies for violations.

- C. Committee members must comply with all requests (formal and informal) from a member of the Board of Trustees. All reports, procedures and notes developed by a committee are the sole and exclusive property of the Monmouth Walk Condominium Association.
  - D. Committees are required to notify the Board of Trustees ten day prior to any meetings.
  - E. Following the assemble of a meeting, a committee chair or designee must attend and report to the Board of Trustees at the next scheduled monthly Association meeting.
  - F. All information shared between the Board of Trustees and a committee is confidential and proprietary to the Board of Trustees and not to be distributed to the general public or Unit owners.
  - G. Committee members are not authorized to act, represent or conduct themselves as a Board member or officer of the Association.
  - H. The President of the Association has the right to appoint or dissolve committees, chairpersons and members.
  - I. No committee may withhold from the Board any information or reports prepared by the committee. All work products are considered the property of the Board of Trustees and the Association. Committee members may not copyright any materials developed on behalf of the Association.
  - J. The Board will establish an ADR committee to resolve disputes and to make recommendations to the Board for final approval.
6. Rules Enforcement and Fines: All complaints and reports of violations must be made in writing to the Board of Trustees and sent to management before they will be processed.
7. The Board has established an ADR (Alternate Dispute Resolution Committee) to resolve any disputes with and between unit owners. Any unit owner has the right to appeal to the ADR Committee for fines levied by the Board.

## Article VIII Recreation

1. Activities such as ball playing, horse shoes, Frisbee throwing, etc., may not be conducted within thirty (30) feet of any building. Any recreational activities such as picnicking and games requiring stakes in the ground, (e.g. badminton, volleyball, tents, etc.) are limited to the large common area behind each Unit owners' building. Residents who use these areas must take full responsibility for cleaning up and repairing any damage caused to the common elements. All items must be removed by the morning following the event.
2. Bicycles, scooters, roller skates or skateboard users must conform to State rules and regulations. Use of any recreational equipment is always at your own risk.
3. Tot Lot and Playground: Children under the age of five (5) wishing to use the playground and/or tot lot must be accompanied by an adult. The hours of operation for the basketball, tennis courts, tot lot and play ground is from 9:30 am until sunset. When it gets dark, all recreational areas are closed.
4. Swimming Pool Rules and Regulations: Each spring the Board will issue a complete set of rules and regulations.
5. Tennis Courts
  - A. Only residents of Monmouth Walk and their guests may use the courts.
  - B. Children under 14 must be supervised at all times by an adult over 18.
  - C. Singles play is permitted for one hour. Doubles may play for 1 and ½ hours.
  - D. Be sure the gate is locked upon leaving.
  - E. Residents must provide identification upon request.
  - F. Tennis courts are for tennis only. No pets, bicycles, skates, skateboards or strollers are permitted on courts at any time.
  - G. Proper tennis attire is required at all times. Only white flat-soled tennis sneakers are permitted on courts.
  - H. Shirts must be worn at all times.
  - I. The tennis court will be locked with a combination lock. The combination is 8852. This combination is for the use of residents only.