



**SUN RIDGE
OWNERS ASSOCIATION, INC.
RESIDENT HANDBOOK
OF
RULES, REGULATIONS &
DEVELOPMENT STANDARDS**

SUN RIDGE OWNERS ASSOCIATION, INC.
HANDBOOK OF COMMUNITY OVERVIEW, RULES, REGULATIONS &
DEVELOPMENT STANDARDS

Welcome to Sun Ridge! This Resident Handbook includes useful information meant to keep you informed about your community and to maintain the beauty and comfort for everyone. This information is also a guide to ensure better understanding and cooperation between all residents and Management. The rules, regulations, and development standards in this Handbook apply to all Owners, residents and visitors to Sun Ridge.

The Sun Ridge Owners Association (referred to as the “SROA” or the “Owners Association”) is a unique community. In order to clearly understand how the property functions, we have included below a description of each of the sections and a brief overview of some of the responsibilities for maintenance and upkeep. **The SROA Community** consists of 744 residences – 100 single family homes, 322 Fee Simple Townhomes and 322 Condominium units in four Condominium Associations residing on approximately 200 acres.

The **Single-Family** homes are fully responsible for the maintenance of their home and lots, subject to the Sun Ridge Restated and Amended Declaration of Covenants, Conditions and Restrictions (“Declaration”) and Amended By-Laws of the Sun Ridge Owners Association (“By-Laws”) (the Declaration and By-Laws, along with all rules and regulations of the Association are collectively referred to as the “Governing Documents”). Their Maintenance Charges are assessed to cover the operations of the Association, including but not limited to trash and recycling pickup, and maintenance of all Common Areas, Amenities and Recreational Facilities.¹

Fee Simple Townhomes are similarly responsible for all maintenance of their home and lots, subject to the Covenants and Restrictions of the Governing Documents. Their Maintenance Charges are assessed to cover the operations of the Association, including but not limited to trash and recycling pickup, maintenance of all Common Areas, Amenities and Recreational Facilities. As well, the SROA maintains unfenced lawn areas and removes snow from parking areas and sidewalks parallel to the roadways, with the exception of sidewalks parallel to those roadways that have been dedicated to the municipality. If you purchased a townhome in Sun Ridge (Dogwood, Elm, Fir, Holly, Hemlock, Linden, Maple, Olive, Peach, Plum Courts), you are responsible for ALL maintenance and repairs of the interior and exterior of the unit. You should be sure to carry your own homeowners’ insurance.

Condominium Units are governed by the Master Deed and By-Laws of their own Condominium Associations (Sections 1-4) as well as the Declaration and By-Laws of the SROA. The Board of

¹ All terms in this Handbook as used as defined in the Governing Documents, unless the context clearly indicates otherwise. In the event that any provision of this Handbook conflicts with any provision of the Declaration or By-Laws or any Agreement between the Association and the Sections, Townhouses and or Single Family Homes, the provision of this Handbook shall be null and void and the provision of the Declaration, By-Laws or Agreement shall control.

Trustees of each condominium section sets the Maintenance Charges relating to the operation of the condominium section, including the maintenance of the Common Elements within their sections and collects a separate fee. The condominium fees are separate and in addition to the SROA Maintenance Charges.

If you purchased in a condominium within Sun Ridge, you are a member of the **SROA** and the **condominium association** for your section. The condominium sections break down as follows:

Phase I: Sequoia & Locust Courts

Phase II: Spruce Court

Phase III: Larch, Willow & Cypress Courts

Phase IV: Almond, Apple & Poplar Courts

Each of these **Condominium Associations** are managed separately from each other and from the Owners Association. They each have their own Board and a fee structure. Each Condominium Association is responsible for the following, without limitation:

- Collection of the Condominium Fee
- Securing of insurance for the Common Elements of that section
- Maintenance of all exterior buildings
- Building structure and all items consider common elements

SUN RIDGE OWNERS ASSOCIATION

The Owners Association has responsibility for the following, without limitation:

- All recreation facilities--3 playgrounds, 3 tennis courts, 2 soccer fields, 2 basketball courts, 2 shuffleboard courts, bike paths and pool area;
- All roadways (unless dedicated to the municipality) and paved parking areas;
- All sidewalks (unless parallel to dedicated roadways). Sidewalks refers to the concrete walkways parallel to roadways, not to other concrete walkways throughout Sun Ridge.;
- Trash and Recycling Pick Up of all sections;
- Landscaping of all Common Areas and Sidewalks, and lawn maintenance of the condominium section Common Elements and removal of dead or diseased plant materials located 20 or more feet from the condominium buildings.
- Snow Removal in from all paved areas (except driveways) and sidewalks as described herein;
- Enforcement of architectural controls and covenants. Condominium Sections also have their own, separate architectural controls that may be in addition to the SROA;

- Insurance on the Common Areas and those portions of the Properties within the Owners Association responsibility;
- Maintenance of Doggie Stations

Any issues relating to a condominium unit or your condominium fee, etc. must be directed to the Board for your condominium section. A current contact list is posted on the website at www.sunridgeowners.org. The Owners Association Board meets monthly and all meetings are posted and held in accordance with the Open Meetings Act. Minutes of those meetings are posted on the website.

The information in this Handbook shall be used in conjunction with the Governing Documents of the Association, as well as any applicable State or Federal laws, and Township ordinances. The Declaration provides that the Board of Trustees may adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate. The Board of Trustees (hereafter will be referred to as the "Board") reserves the right of interpretation of this document and to amend these Rules from time to time. All Owners, residents and visitors are obligated to observe all of the provisions of the Governing Documents. Owners shall be responsible for the conduct of their families, renters, and friends living in their Unit, as well as their guests and invitees.

Please note the following: After due warning, any Owner, occupant, or resident who continues to violate any Rules, Regulations, and Development Standards may be liable to pay fines to the Association and may be subjected to additional enforcement efforts (i.e. inspections) and additional sanctions (i.e. additional fines). Each day that a violation continues will be deemed a separate violation and will be subject to additional fines. Please refer to Exhibit "A" for a Fine Schedule.

Open sessions of the Board's meetings are typically held on the first Wednesday of each month at the clubhouse on 5 Sun Ridge Drive. The Board generally allots a period of time for Owner's comments, which are limited to two (2) minutes per person. The Board encourages and appreciates Owner comments and relies on the community to bring important matters to the Board's attention, but pursuant to New Jersey law, the Board has the sole discretion to allow or prohibit comments at the open meetings. The Board generally does not answer questions or address comments at such meetings because it is important that the Board carefully consider the comments raised and obtain additional information and guidance when appropriate, before issuing a response. We encourage our residents to attend the monthly meetings and get involved, specifically by volunteering your time and effort. We have a number of committees that can always use more participation.

For those Owners residing in any of the four (4) condominium sections, be advised that in addition to the Sun Ridge Governing Documents, you are also required to comply with your condominium association's governing documents. Correspondence or communications regarding the Association and/or the Board may be sent to management office at the contact information below:

Debbie Haraburda

Community Manager

Sun Ridge Owners Association

5 Sun Ridge Drive

Flemington, New Jersey 08822

PREMIER MANAGEMENT
— ASSOCIATES —

Tel: 908-237-0994 | Fax: 908-237-0995

Email: dharaburda@premiermanagement.net

General Information

Electricity

Electric service is provided by Jersey Central Power & Lighting (JCPL) – Customer Service (908) 806-5918, Emergency/Power Outage 1-(888) 544-4877.

Garbage Removal/Recycling

Garbage removal and recycling service is provided by Republic Service-Customer Service (908) 730-7800. Garbage pickup is weekly on Wednesdays year-round and a second additional pickup during summer months weekly on Saturday. Recycling pick-up is every other Tuesday of each month year-round.

If either garbage removal or recycling pick-up occurs on a U.S. observed holiday, removal and pickup will be the next business day.

Gas

Gas service is provided by Elizabethtown Gas, Customer Service (800) 242-5830.

Sewer

Sewer service is provided by Raritan Township Municipal Utilities Authority (RTMUA), Customer Service (908) 782-7453.

Sun Ridge Owners Association

The Sun Ridge Owners Association is managed by Premier Management Associates (PMA) and any question or concern about the Association may be addressed to the on-site Manager at (908) 237-0994. After hours **EMERGENCIES** on the **COMMON AREAS** may be reported to (732) 390-1100, the 24-hour PMA Emergency Line.

Water

Water service is provided by New Jersey American Water, Customer Service. The emergency contact number is 1 (800) 272-1325.

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SUN RIDGE RULES AND REGULATIONS

1. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee (“ACC”) is discussed in Article XI of the By-Laws, which provisions are to be read in conjunction with this Handbook.

No construction, modification or alteration of a new or existing building, structure or other improvement, including without limitation, buildings, rooms, fences, walls, canopies, awnings, roofs, devices to be mounted to roofs, exterior lighting, changes in exterior paint color, or any other alteration, modification or other action that in any manner affects the structural integrity of any structure, functioning of any drainage system or the exterior appearance of any portion of the Sun Ridge community (collectively referred to as a “Modification”), shall be undertaken unless complete plans, specifications and other required documents and information have been first submitted to and approved in writing by the ACC.

In that regard, the Board may establish an Architectural Control Committee, whose members are appointed and removed by the Board at its discretion. The ACC may be comprised of Board members and/or Owners. If no ACC is established at any given time, the Board shall act as the ACC. The ACC committee may only be contacted through management. Below are the procedures and standards for the preparation, submission and determination of an application to the ACC in regard to approvals sought by Owners.

The Board has established a Modification Request Form, to be completed by Owners seeking any Modification. The current Modification Request Form is attached to this handbook as Exhibit “B”, however the Modification Request Form may be amended at any time by the Board and the Board reserves the right to require documents, information and/or conditions in addition to those required by the current Modification Request Form.

If the ACC fails to approve a Modification Request within sixty (60) days of the submission of a fully complete Modification Request, the request shall be deemed DENIED, unless the ACC has indicated that additional time for ACC review or the submission of additional information has been granted.

Decisions of the ACC may be appealed to a majority of the Board, provided that such Board members are not on the ACC. If: (i) a majority of Board members are members of the ACC; (ii) the full Board is acting as the ACC, or (iii) if an Owner does not desire to appeal the ACC decision to the Board, an aggrieved owner may avail themselves to the Association's Alternate Resolution Dispute ("ADR") procedures discussed later in this handbook.

2. SUN RIDGE DEVELOPMENT STANDARDS

The Board has established Sun Ridge Development Standards (the "Development Standards"), in accordance with Article IX, Section 4 of the By-Laws. The Development Standards are intended to provide guidance to Owners regarding Modifications. The Development Standards are for guidance only and shall not be binding upon the ACC. The current Development Standards are attached to this handbook as Exhibit "C", however the Development Standards may be amended at any time by the Board.

3. PERMITTED USES AND RESTRICTIONS

The permitted uses and restrictions are discussed in Article IV of the Declaration, which provisions are to be read in conjunction with this handbook.

a. **Single-family Residential Use.** No Dwelling Unit may be used for any purpose other than as a single-family residential dwelling. A "single-family residential dwelling" may include a home office provided that: (i) no employee or other person other than a family member residing in the Dwelling Unit may be employed at the Dwelling Unit; (ii) no client, customer or other business invitee may visit the Dwelling Unit; (iii) no deliveries may be made to the Dwelling Unit other than mail by overnight carriers; (iv) no garage may be converted to a use other than for the parking of motor vehicles; and (v) no other provision of the Governing Documents may be violated by the home office use.

b. **Residential Architectural Control.** All Owners, Lots and Condominium Units shall be subject to the architectural control provisions set forth in Article XI of the By-Laws and this Handbook and the other Governing Documents.

c. **Animals, Pets and Wildlife.** No animal, fowl, poultry or livestock, ("animal") other than two generally recognized house pets (as determined by the Board), may be maintained on any Lot or in any Unit and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No bird feeder is permitted on a unit deck. A bird feeder can be installed at least five (5) feet from the deck. Bird baths can also be installed but must be at least five (5) feet from a unit deck. All pets housed within any unit in the Community must be duly licensed and registered with Raritan Township, if required by the municipality.

In addition, all pets housed within any unit in the Community must have proof of the animal's license, vaccinations and registration from the Raritan Township. A fencing structure for the care, housing or confinement of any pet must be approved by the ACC and maintained so as not to be visible from neighboring property.

Each owner will be responsible for the immediate removal and disposal of all solid animal waste of his/her pet from his/her Lot and Common Areas and Common Elements and shall be responsible for any damage caused by their pet(s).

No pet will be permitted upon Common Areas or Common Elements except if controlled on a leash held by its Owner, not to exceed six (6) feet. When leashed, all pets must be in the company of an individual willing and able to fully control the animal. No pet may be tied outside or permitted to run freely in any outside areas. Pets must be walked in the roadways or in the area adjacent to curbs, but may not be walked on any other landscaped areas

No pet will be allowed to make an unreasonable amount of noise or to become a nuisance. Any Owner or Tenant whose pet causes or creates an unreasonable disturbance, noise, or harm, should constitute a nuisance in the opinion of the Board, and may be required to remove the pet from the premises permanently.

Any incident where a dog that resides on the property bites, attacks or otherwise threatens any Homeowner or any other person while on the property must be reported to Management.

Owners and Tenants shall hold the Association harmless from any claim resulting from any action of their pet.

d. **Storage Sheds and Outside Storage.** Except on Lots on which an individual single-family dwelling is constructed, no storage buildings or sheds, whether prefabricated, metal or any other construction whatsoever, whether permanent or temporary, shall be moved, placed, assembled, constructed or otherwise maintained on any Lot or on the Common Elements so as to be visible from neighboring property or the Common Areas. No furniture, fixtures, appliances, or other goods and chattels not in active use shall be stored in any building or open area or on any Lot or on the Common Elements in such manner that such material is visible from neighboring property or Common Areas.

e. **Maintenance of Landscaping.** All landscaping installed must be in accordance with the Sun Ridge Development Standards as adopted by the Board. Approved landscaping after installation will be maintained as required to provide a neat and attractive appearance. The Architectural Control Committee or the Board will be the sole and final judge as to whether or not landscaping after installation has met the approved criteria and whether or not it is, at any given time, maintained properly to the standards established by this Restated Declaration and the Sun Ridge Development Standards. The Association will have the right to require any Owner to maintain landscaped areas, or to maintain natural area in its natural state on any right-of-way between a Lot and a sidewalk, street, or path which is immediately adjacent to such Lot.

The Association also has the right, by agreement with the Owners, to maintain parts of Lots directly adjacent to public or private rights-of-way at the expense of the Association when the Board determines that it is to the benefit of its Members that the Association accept such responsibility.

f. **Nuisances; Construction Activities; Hazardous Activities.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Condominium Unit, or Limited Common Element, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any Sun Ridge property unsightly, offensive or detrimental to any other property in its vicinity or to the occupants of the other property. Woodpiles or other material must be stored in a manner so as not to be attractive to native rodents, snakes, and other animals and to minimize the potential danger from fires.

No other nuisance shall be permitted to exist or operate upon any Lot, Limited Common Element, or Condominium Unit, so as to be offensive or detrimental to any other property in its vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no barking dogs, exterior loud speakers, horns, whistles, firecrackers, bells or other sound devices, except wind chimes and security devices used exclusively for security purposes, and radio or stereo speakers played no earlier than 9:00 a.m. U.S. EST and no later than 11:00 p.m. U.S. EST at a subdued level may be located, used or placed on any residential Lot or Limited Common Element.

Normal construction activities and parking in connection with the building of improvements on the Properties will not be considered a nuisance or otherwise prohibited by the Restated Declaration. The Board in its sole discretion will have the right to determine the existence of any nuisance.

No activities will be conducted upon the Properties or within improvements constructed thereon that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms may be discharged upon any of the Properties, no explosives of any kind may be discharged upon any of the Properties and no open fires may be lighted or permitted on the Properties. However, firepits are permitted on the Lots of the Single-Family Homes with advance written authorization from the Board.

g. **Grills; Lighting:** Propane grills and tanks must be stored outside five (5) feet away from any structure. No unit owner shall use or allow the storage of the following in a unit, Lot, or on Common Elements or Areas: any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosive or articles deemed hazardous to life, limb or property. Only electric and natural gas barbeques shall be permitted. Owners shall be responsible for any exterior damage caused by grills. Please refer to the New Jersey State Department of Community Affairs and the State Fire Protection Code for further details. No outside lighting will be permitted which causes unreasonable glare to neighboring property owners.

h. **Repairs of Building.** No building or structure on any Lot will be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event, any building or structure is damaged or destroyed, then, subject to the approvals required by Subsection (b) above, such building or structure shall be immediately repaired, rebuilt, or removed.

i. **Antennas / Satellite Dishes.** A Single-Family Home Owner or Townhouse Owner may install the following types of antennas on a Lot or Dwelling Unit in accordance with the Federal Telecommunications Act of 1996, Rule 207: (i) Direct Broadcast Systems (“DBS”) which have a diameter of a meter (39”) or less; or, (ii) Multipoint, Multi-channel Distribution Services (“wireless cable”) which are one meter or less in diameter or diagonal measurement. Condominium owners are prohibited from installing antennas/satellite dishes on roofs and must receive prior approval from their Condominium Board.

i. Installation of transmission-only antennae and antennae not covered by the Federal Communications Committee (“FCC”) rule are prohibited.

ii. Antennae shall be installed solely in the following locations: (i) within the Owner’s Lot or Dwelling Unit; (ii) other locations deemed appropriate by the Board, in its sole and absolute discretion, and upon prior written approval by the Board. Antennae may not be attached to or encroach upon any part of the Common Areas or property owned or maintained by the Association.

iii. If installation requires any special expertise or training, such as electrical wiring or carpentry work, it shall be performed by a professional installer. All installations will comply with the manufacturers and dealer’s requirements and local permit and zoning requirements as well as building codes, if applicable. If a municipal permit is required for such installations, the Owner shall obtain such permit and shall provide a copy to the Association. Antennae shall be permanently and effectively grounded.

iv. Antennae must be secured so they do not jeopardize the soundness or safety of any structure or person at or near the antennae, including weather damage.

v. No wiring is permitted on the exterior of any building or structure. Each Owner or Tennant who installs a satellite dish or antenna is responsible for all costs associated with such satellite dish or antenna, including but not limited to installation, repair, maintenance, use and removal; the repair of damages caused to any other person or entities real or personal property by such installation, repair, maintenance, use and removal; and liability for bodily injury caused by such installation, repair, maintenance, use and removal, including all incurred medical expenses.

vi. Each Owner or Tennant who installs a satellite dish or antenna is responsible for all costs associated with such satellite dish or antenna, including but not

limited to installation, repair, maintenance, use and removal; the repair of damages caused to any other person or entities real or personal property by such installation, repair, maintenance, use and removal; and liability for bodily injury caused by such installation, repair, maintenance, use and removal, including all incurred medical expenses.

vii. Each Owner and Tenant is responsible for the maintenance and repair of such antenna, shall not allow the antenna to fall into disrepair or to become a safety hazard, and shall replace and/or repaint such antenna if the exterior surface of the antenna deteriorates in any way.

viii. Owners and Tenants shall indemnify, defend (by counsel of the choice of the Association) and hold the Association harmless for all claims arising out of or encountered in connection with the antenna or satellite dish, except such injury or harm as may be caused solely and exclusively by the Association's gross negligence. This indemnification will extend to all claims, demands, or liability for personal injuries and property damage occurring during installation as well as after completion.

ix. If antennae becomes detached, Owners shall remove or repair such detachment within seventy-two (72) hours. If the detachment threatens safety, the Association may remove the antennae at the expense of the Owner.

x. Antennae shall be installed and secured in a manner that complies with all applicable township, city and state laws and regulations, and manufacturer's instructions. Owners shall provide the Association with copies of any and all permits required.

xi. Antennae shall not obstruct access to or exit from any Lot or Dwelling Unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Association.

xii. Installations must comply with all applicable codes, take aesthetic considerations into account and minimize the impact to the exterior and structure of the Owner's Unit.

xiii. Upon removal of the antenna, the Owner shall restore the location where the antenna was installed to its original condition. It shall be the Owner's sole financial responsibility to restore any property damaged during removal of the antenna.

xiv. An Owner must submit an application to the Board prior to installing, repairing, maintaining, or relocating any and all antennae (the "Application") in the form annexed hereto as Exhibit "D", or on such other forms that the Board may designate for such purpose. The Application, pursuant to this provision, shall be completed in full and submitted in the same manner and shall be subject to the same approval process as a

Modification Request.

xv. If an Owner fails to remove its Antenna upon the sale of his/her unit, then the successor purchaser(s) shall be responsible for, and shall assume all of the liabilities of the Owner who installed the Antenna, and all the intervening owners, in accordance with these Rules, Regulations, and Development Standards.

j. **Trash Containers and Collection.** No garbage or trash shall be placed or kept on any of the Properties, except in covered containers of a type, size and style which are approved by the Board. In no event, may such containers be maintained so as to be visible from neighboring property or the street on any Lot unless they are being made available for collection and then only for a period twelve (12) hours prior to the scheduled pick up time and shall be removed within eight (8) hours after pick up. Garbage and disposal containers shall not be placed in a manner which will obstruct any sidewalk or roadway. Garbage shall be maintained in closed or sealed plastic bags or such other containers which would prevent spillage and prevent any animals from breaking into the containers. Any such containers shall have lids that must be tightly closed at all times when placed outside for pickup (no overfilled containers are permissible). All rubbish, trash, or garbage must be removed from the Lots and Condominium Units and may not be allowed to accumulate thereon or therein. No outdoor incinerators shall be kept or maintained on any Common Areas, Lots or any Common Element.

k. **Clothes Drying Facilities/Dryer Vents/Fireplaces/Hot Tubs and Spas.** Outside clotheslines or other outside facilities for drying or airing clothes may not be erected, placed or maintained on any Common Areas, Lot, Dwelling Unit, Limited Common Elements, or Common Elements. Please refer to the Sun Ridge website for rules and forms for dryer vent, fireplace inspection/cleaning and hot tubs and spas.

l. **Machinery and Equipment.** No machinery or equipment of any kind may be placed, operated or maintained upon or adjacent to any of the Properties except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures, or other improvements; or (ii) that the Association may require for the operation and maintenance of Sun Ridge.

m. **Signs/Displaying of Address.** No signs whatsoever (including, but not limited to, commercial, political and similar signs) shall be erected or maintained on any of the Common Areas, or within Sun Ridge, including upon or visible from the Lots or Dwelling Units, except with express prior written approval of the size, shape, content, and location thereof has been obtained from the Board. It is the Association's policy that signs are prohibited unless required by law. Addresses must be displayed in bronze characters on the center of the garage door. Addresses can be adhered with silicon clear adhesive in the event nails may void garage door warranty.

n. **Holiday Decorations.** Holiday decorations are permitted to be displayed thirty (30) days before the date of the holiday they represent begins and must be removed thirty (30) days after the holiday ends. Holidays include New Year's Day, Valentine's Day, St. Patrick's Day, Easter, Passover, Memorial Day, July 4th, Labor Day, Halloween, Thanksgiving, Hanukkah, Kwanza and Christmas.

o. **Restriction on Further Subdivision, Property Restrictions and Rezoning.** No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot, nor shall any easement or other interest be conveyed or transferred by any Owner. No portion of a Lot but for the entire Lot, together with the improvements thereon, may be rented. No further covenants, conditions, restrictions or easements shall be recorded by any Owner, or other person against any Lot without the provisions having been first approved in writing by the Board and without such approval being evidenced thereon, shall be null and void. No applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the proposed use otherwise complies with this Restated Declaration.

p. **Utility Easements.** There is hereby created a blanket easement upon, across, over and under each Lot, Condominium Unit, Common Area and Common Elements for ingress to, egress from, and the installation, replacing, repairing and maintaining of all utility and service lines and systems, including, but not limited to water, sewer, gas, telephones, electricity, television cable or communications lines and systems, etc. as such utilities are installed in connection with the initial development of the Dwelling Units. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the Property and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls and buildings on the Lots and Common Elements. Notwithstanding anything to the contrary contained in this subsection, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any Lot, the Common Areas or Common elements except as initially programmed and approved by, in the case of a Lot Owner, by the Owner and in all instances, by the Architectural Control Committee.

q. **Utility Service.** No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot or the Common Elements unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings, cabinets or other structures approved by the Architectural Control Committee. No provision hereof shall be deemed to forbid the use of temporary power or telephone structures due to an incident requiring re-construction of buildings or structures approved by the Architectural Control Committee.

r. **Overhead Encroachments.** No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian

way or other area.

s. **Parking and Permitted Vehicles.** Parking outside of enclosed garages will be limited to the type and number of motor vehicles listed below (provided they are not equipped with plows, racks or other commercial appurtenances):

i. Passenger automobiles and motorcycles.

ii. Non-commercial vehicle of a box length not to exceed eight (8) feet or van-type not to exceed eighteen (18) feet may be parked out of doors overnight in any residential driveway or common stall. The registration category of the motor vehicle shall not be determinative, if the motor vehicle is or is not a commercial vehicle. No more than one commercial vehicle, as determined by lettering and/or commercial license plate tag, of a pickup-truck type (box length not to exceed 8 feet) or van-type (not to exceed 18 feet) per residential unit.

iii. Notwithstanding (i) and (ii) above, parking in residential driveways and in common parking areas, streets and roadways must be in conformance with the Township of Raritan ordinances regulating such activity including, but not limited to, ordinances regarding commercial vehicles and construction equipment, recreation vehicles larger than a pickup truck or van-type recreation vehicles, boats, trailers, and motor homes.

iv. Motor vehicles shall not be allowed to extend beyond the end of the driveway or across any sidewalk and shall not be parked upon or extend over any lawn or landscape area.

t. **Parking on Common Streets and Roadways.** To allow for the safe and unrestricted passage of emergency vehicles and access of such to any residential unit; to protect against the possibility of damage to Residents' property in connection with emergency vehicle access, snow-removal, and/or access by vehicles of agents conducting business on behalf of the Association; to reduce the liability of the Association and its agents from such damage; and to assure each resident's right of unrestricted access to its residential unit, it is the intent of this resolution to limit parking on the common streets and roadways as follows:

i. Designated area is hereby defined as parking spaces delineated by painted striping and any area posted with a sign indicating the area is a parking area.

ii. Parking shall not interfere with the ingress or egress of any residents of the Association (including the utilization of sidewalks).

iii. Overnight parking on the streets and roadways within Sun Ridge is strictly prohibited except where designated by posted signs.

iv. Notwithstanding items (i) through (iii) above, parking on common streets and roadways must be in conformance with the Township of Raritan ordinances regulating such activity, including, but not limited to, ordinances regarding commercial vehicles, overnight parking, and parking on any snow-covered street or roadway.

v. Parking after dusk shall not be allowed in the parking areas related to the Recreational Facilities. Notwithstanding the foregoing, the Sun Ridge property manager may authorize on-street parking or recreational facility parking for a limited time and to address limited situations as the property manager may determine in its discretion. The foregoing is intended to permit temporary parking in emergent situations where, for instance, driveway repair is being undertaken and alternative parking areas are not accessible.

vi. The foregoing is intended to permit temporary parking in emergent situations where, for instance, driveway repair is being undertaken and alternative parking areas are not accessible.

vii. The parking of automobiles except upon paved areas is prohibited. The restrictions concerning parking set forth above will not be deemed to preclude the temporary parking of vehicles within Sun Ridge for the purpose of servicing Sun Ridge or any Dwelling Unit, Common Area, or Common Element within Sun Ridge, during the hours of 9:00 a.m. U.S. EST to 6:00 p.m. U.S. EST, Monday through Friday.

u. **Towing.** In addition to all other available remedies, the Board and the Association's managing agent are authorized to enforce these Rules and Regulations by placing written warning notices (stickers) on offending vehicles and/or causing a towing company to remove and store the vehicle at the owner's expense. The Association shall contract with a tow truck operator that is registered with the Division of Consumer Affairs in the Department of Law and Public Safety, if required by Predatory Towing Prevention Act (the "Act") of the State of New Jersey.

i. The Association shall require the tow truck operator to maintain the insurance requirements set forth in the Act and to name the Association as an additional insured on such policies.

ii. The Board shall cause a sign, that can be easily seen by the public, to be posted at all entrances to the Community, which sign shall be no smaller than thirty-six (36) inches high and thirty-six (36) inches wide, stating: the purpose or purposes for which parking is authorized and the times during which such parking is permitted; that unauthorized parking is prohibited; that unauthorized motor vehicles will be towed at the owner's expense; the name, address, and telephone number for the towing company that will perform the towing; the charges, which shall not exceed the fee specified in the tariff on file with the director of the Division of Consumer Affairs, for towing and

storage of towed motor vehicles; and the street address of the storage facility where the towed vehicles can be redeemed after payment of the posted charges and the times during which the vehicle may be redeemed.

iii. Any member of the Board or individual approved by the Board may contact the tow truck operator to authorize the removal of an improperly parked vehicle within the Community during normal business hours. A Board member or approved representative must be present at the time of removal to verify the alleged violation and provide written consent to the removal of the vehicle. Except that general authorization shall be sufficient for the removal of an improperly parked vehicle if within fifteen (15) feet of a fire hydrant, standpipe or other source for fighting fires; in a fire lane; in a manner that interferes with the entrance to or exit from the Community; or if the violation occurs at a time other than during normal business hours.

iv. The Board or Board approved Association representative shall prepare a written form authorizing the tow of an improperly parked vehicle, which shall be used by the Board or its approved representative when authorizing the removal of a motor vehicle.

v. **Individual Wells and Septic Systems.** No individual wells or septic systems, of any kind or nature, may be placed upon the Common Areas, Common Elements or the Lots.

w. **Window Coverings.** Draperies, blinds, curtains or other window coverings must be installed by each unit owner on all windows at all times.

x. **Portable Play Equipment.** The term portable play equipment includes, without limitation, field hockey, lacrosse, soccer, basketball and other sporting equipment of any type, size or manufacture; portable swing sets, jungle gyms or climbing equipment; temporary forts, tents or any other recreation forms of shelter. Storage of any portable play equipment is strictly prohibited anywhere upon the Common Areas.

y. **Restrictions on Installation, Maintenance and Use of Solar Energy Devices.**

i. No Owner or Tenant may install, maintain or use a Solar Energy Device in the Board's discretion, that threatens the public health or safety, or violates a law;

ii. No Owner or Tenant may install a Solar Energy Device on the property owned or maintained by the Association, including but not limited to general common elements or limited common elements;

iii. A Solar Energy Device installed upon the Owner's own property may only be installed:

1. On the rear facing roof (portion that does not face any street) of the Owner's home; or
 2. In a fenced yard or patio owned and maintained by the property Owner.
- iv. Roof-mounted Solar Energy Devices must not:
1. Extend higher than or beyond the roofline;
 2. Fail to conform to the slope of the roof;
 3. Include a top edge that is not parallel to the roofline;
 4. Include a frame, support bracket or visible piping or wiring in a color other than silver or black.
- v. Solar Energy Devices located in a fenced yard or patio owned or maintained by the property Owner must not extend beyond or above the fence line.
- vi. Owners must submit a Solar Installation application to the Board, in a form prepared by the Board from time to time in its discretion, prior to the installation, maintenance or use of any Solar Energy Device, regardless of location or type.
- vii. Approval shall be at the discretion of the Board. Other than the Board, no committee or other person or entity shall hereafter have any authority regarding the approval of solar installations any type of solar installations.
- viii. If, at any time, the Board determines that a previously approved Solar Energy Device installation threatens the public health or safety, or violates a law or ordinance, due to safety (i.e. product recall), lack of proper maintenance or any other reason, it may require its immediate removal at the owner's expense.
- ix. Any Solar Energy Devices that have been installed prior to the adoption of the Resolution ("Pre-existing Installations") may be maintained exactly in the form that such Pre-existing Installation exists at the date of adoption of this Resolution. Any subsequent change, alteration, modification, upgrade, replacement, etc., of a Pre-existing Installation shall require prior Approval of the Board.
- x. All solar energy devices and components must be removed prior to the transfer of the Lot or Dwelling Unit to a new purchaser. If this provision is violated, the new Owner shall be liable for all fines and enforcement actions and expenses.

xi. No Solar Energy Device, regardless of location or type, may void material warranties benefitting the Association, as installed;

z. **Radon Mitigation Systems.** All radon mitigation must be performed by entities or person certified pursuant to N.J.S.A. 26:2D-70 et seq. Owners must follow the ACC approval process and submit a Modification Request Form prior to the installation or performance of any radon mitigation.

aa. **Smoke and Carbon Monoxide Detectors.** Owners must ensure that their units have a smoke detector and a carbon monoxide detector. Owners are responsible for providing and maintaining these detectors.

bb. **No Digging.** No person shall commence or perform any digging, earth moving or regrading operation of any nature whatsoever within Sun Ridge without ACC approval as set forth in this Handbook.

cc. **Board, Board Employees and Vendors.** No Unit Owner or Tenant shall direct, supervise, harass or in any manner attempt to assert any control over any of the Board, employees or agents of the Board or any firm engaged by the Board. No Unit Owner or Tenant shall request or cause any employee or agent of the Board to engage in any private business of such Unit Owner or Tenant unless such activities are conducted during times when such employee or agent is not engaged in Board business, and then subject to whatever terms to which the parties agree.

4. RULES FOR COMMON AREAS

a. No personal property shall be kept or stored in or on the Common Areas.

b. Unit Owners and Tenants shall not place or cause any rubbish, debris or other unsightly materials to be placed in any Common Areas.

c. Sidewalks, entrances and walkways shall not be obstructed.

d. Owners and Tenants shall not smoke, drink or carry open alcoholic or glass beverages on the Common Areas.

e. There shall be no barbequing or open flame anywhere on the Common Areas except in regard to a Board approved and supervised recreational event for the Sun Ridge Community.

f. No fruits or vegetables are permitted to be planted in the Common Areas.

g. Bicycle riding shall be confined to paved areas. Motorized bicycles,

scooters and skateboards are prohibited on walkways and lawns.

h. Children under the age of 16 must be supervised when in the Common Areas.

i. No clothing, bedding or other similar items shall be dried or aired in any of the Common Areas.

j. No Owner or Tenant shall use, permit to be used, or permit to be brought onto any Lot, Dwelling Unit or Common Areas, any inflammable, combustible or explosive fluid, material, chemical or other such substance or hazardous material.

k. No lawn chairs or other furniture may be left upon any Common Areas when not in use.

l. No ice skating or other sport may be conducted on the pond or swimming pool.

5. EMERGENCIES & INSPECTIONS

a. From time to time it may be necessary for Association Employees, contractors or the Management Company to gain access to Lots or Dwelling Units to respond to emergency situations or to perform inspections. When possible, Owners and Tenants shall allow or arrange for access to units affected in such situations.

b. From time to time, it may be necessary for Association Employees, contractors or the Management Company to gain access to Lots or Dwelling units to comply with inspections conducted by local or governmental authorities. The Board shall give Owners advance notice of any inspections scheduled to be conducted by local governmental authorities. Owners and tenants shall allow or arrange for access to Lots or Dwelling Units affected in such situations.

c. Any fines imposed on the Association by any governmental authority, including fines as a result of an Owner's or Tenant's failure to grant access for any inspection, shall be the Owner's responsibility. Any fines imposed on the Association by any governmental authority as a result of an Owner's failure to pass inspection standards, shall be the Owner's responsibility. In addition, Owners that fail to grant or arrange for access to their units for an inspection shall be subject to the fines imposed by these Rules, Regulations, and Development Standards.

d. At the Unit Owner's option and own risk, he or she may provide the Management Company with a key enclosed in a sealed envelope for emergency situations and/or inspections. Management shall return the key after the emergency situation and/or inspection as soon as reasonably possible.

6. **TRANSFER OF MEMBERSHIP.** Any transfer of ownership of a Lot or Dwelling Unit shall operate to transfer the membership appurtenant to the Lot or Dwelling Unit to the new Owner. Upon the transfer of ownership, the new Owner must promptly (within 7 days of the date of the transfer) notify the Association, in writing, of the transfer.

7. **MAINTENANCE OBLIGATIONS.** The maintenance obligations of Owners and the Association is discussed throughout the Declaration, By-Laws and Governing Documents, which provisions are to be read in conjunction with this handbook. In general, the Association is responsible to repair, maintain and, when appropriate, replace any items that are part of the Common Areas, as defined in the Declaration. See Article X of the Declaration, entitled "Maintenance."

In the event that the need for maintenance or repair of Common Areas, and other areas maintained by the Association, is caused through the willful or negligent act of any Member, his/her family, guests, invitees, or designees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Member and the Member's Lot or Condominium Unit is subject. Such charges may become a part of or be secured by the Assessment Lien rights against such Lot or be secured by the Assessment Lien rights against such Lot or Condominium Unit, and may be recovered by the Association in an action at law and/or foreclosure. The Association shall be entitled to assess and to an award of all of its attorneys' fees, expert fees or other costs related to such efforts and actions.

In the event any portion of any Lot or Dwelling Unit is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of Sun Ridge, or in the event any portion of a Lot or Dwelling Unit is being used in a manner which violates the Governing Documents, the Board may serve notice of such violation, specifying the conditions and advising the offending Owner that unless corrective action is taken within thirty (30) days, the Board may cause such action to be taken at the Owner's cost. If at the expiration of the thirty (30)-day period, the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become part of the assessment to which the offending Owner and the Owner's Lot or Dwelling Unit is subject. The above remedy is in addition to all other remedies available to the Association pursuant to law and/or the Governing Documents.

8. **POOL BADGE POLICY.** Owners desiring to use the Sun Ridge pool and pool area must obtain pool badges and display same upon each entry to the pool and pool area. In order to obtain pool badges, you must submit an application to management, which shall be submitted to the Board for a determination of eligibility. Each dwelling unit is entitled to one pool badge for each lawful resident and one guest pool badge per dwelling unit. Upon pool entry, a current photo identification will need to be provided. The rules and application, which includes additional terms and conditions, is attached to this handbook as Exhibit "E".

9. **SNOW REMOVAL.** No Lot or Dwelling Unit Owner shall remove snow from any location within Sun Ridge and place the snow on any portion of the community from which snow has been previously cleared.

10. **INSURANCE.** The Association shall maintain insurance covering all insurable improvements located or constructed upon the Common Area, but not including the Condominium Units or single-family homes. This also excludes the Townhomes, unless and until a majority of Townhome approve the terms of Article XII, Section 1(b) of the Declaration. Generally, see Article XII of the Declaration regarding the Association's obligations to procure and maintain insurance.

a. **Application of Proceeds.** If and to the extent the Association receives insurance proceeds pursuant to insurance policies placed, maintained, and paid for by the Board, where proceeds represent, in whole or in part, a reimbursement for repairing or restoring damage caused to a Lot or Dwelling Unit or the real property of an Owner, then and in such event the proceeds shall be applied to the cost of repairing damage to (a) Common Areas and Common Property and; (b) the Lot and/or Dwelling Unit, in proportion to the amount of damage suffered by each. In the event of damage to multiple Lots and/or Dwelling Units, the amount, if any, available to the Owners shall be prorated between the affected Owners on an equitable basis as determined by the discretion of the Board. The costs of repair and restoration determined by the Association's insurance carrier, as approved by the Board, may be utilized by the Board in determining the allocation of proceeds between Owners or between an Owner(s) and the Association. The amount to be paid to an Owner shall be net of the deductible.

b. **Deductibles.** The Board will determine if it is equitable and appropriate to allocate responsibility for the insurance deductible, between the Association and the affected Owner or Owners when there is damage resulting from an insurable event that affects any part of the Common Areas or Common Property and one or more Lots or Dwelling Units. Therefore, where the Association suffers damage from a single insurable event involving Common Areas or Common Property and one or more Lots or Dwelling Units, the responsibility for the deductible will be calculated as follows: the total cost for repairing or restoring the insurable portions of Common Areas, Common Property, or property of the Association and individual Lots, Dwelling Units or Owners shall be divided by the total cost of restoring all insurable damages arising out of the casualty, with the resultant fraction or percentage being referred to as each party's "Share of Damage."

The insurance company's calculation of the value of damage to each party's property, as accepted by the Association, may be used by the Board to determine each party's Share of Damages. Each party's Share of Damage shall be multiplied by the amount of the insurance deductible and each party shall be responsible for paying that portion of the deductible relating to its Share of Damage.

Where the Association suffers damage from a single insurable event that does not affect any part of the Common Areas or other property of the Association, the Owner or Owners shall be responsible for payment of the entire insurance deductible. If multiple Units are affected by such an event, the Owners' respective responsibilities for the entire deductible shall be allocated based upon each Owner's Share of Damage, as determined by the insurance company and agreed to by the Board. The Association shall not be responsible for payment of any portion of an insurance deductible when there is an insurable event that does not affect any part of the Common Areas or other property belonging to the Association.

Where there is damage to a Lot or Dwelling Unit that requires repair or restoration that costs less than the amount of the deductible maintained under the policy of property damage insurance procured by the Association, the Owner shall be responsible for the entire cost of the repair or restoration. If such a casualty event involves both the Common Areas or Common Property and one or more Lots or Dwelling Units, the responsibility for the repair or restoration shall be calculated based upon each parties' Share of Damages as set forth above.

c. **Owner Insurance Coverage.** Owners are advised to review their personal casualty insurance policies covering their respective Lots and Dwelling Units and are urged to consult with their insurance agents and/or carriers concerning the appropriate amount and types of insurance coverage and deductibles. Owners are also advised to consult with the Association and/or its insurance agent in order to determine, from time to time, the amount of casualty insurance coverage deductible being maintained by the Association; this will assist in ensuring that Owners are able to seek to insure that portion of the Association's deductible under their own policies.

Each Owner shall be required to obtain and keep in full force and effect, a homeowner's insurance policy for his/her own benefit covering their furnishings and other items of personal property, public liability insurance coverage upon each Lot and within each Dwelling Unit, and hazard insurance covered on the improvements constructed on Lots (unless such coverage is maintained by the Association or the applicable Condominium Association for the Condominium Sections within Sun Ridge. All such policies shall have a maximum of five-hundred U.S. dollars (\$500.00) deductible. The liability of the carriers issuing insurance covering the Association shall not be affected nor diminished by reason of any such additional insurance carried by any Owners and all such policies shall contain waivers of subrogation.

The Association shall be named as the additional insured and/or Loss Payee, as applicable and commercially available, on all Owner Policies. A certificate of such homeowner's policy(ies) shall be furnished to the Association annually, within seven (7) days of the policy or policies' renewal, which certificate by its terms shall provide that the policy shall not be terminated without at least thirty (30) days prior written notice to the Association.

If the Association receives notice that such policy is to be cancelled for any reason whatsoever, the Association shall have the right to obtain an applicable policy on behalf of the Owner and charge the cost of the annual premium therefor to the Owner in question as a Remedial Assessment. The Remedial Assessment shall be a lien against the Lot or Dwelling Unit and enforceable in the same manner as all other Assessments.

11. LEASING AND RENTAL RESTRICTIONS.

a. No Lot or Dwelling Unit may be leased to a tenant unless and until the Owner has obtained written permission from the Association authorizing the tenancy.

b. The Lease Application shall require submission of any information and documentation deemed relevant by the Association to consider the application, which information and documentation shall include but not be limited to a fully executed Lease Rider.

c. The form of the Lease Rider is attached to this Handbook as Exhibit "F", and contains important terms, conditions and requirements that are incorporated herein.

d. The Lease Rider must be submitted to the Association; and written confirmation by the Association of its receipt of the Lease Rider, prior to any tenant commencing their occupancy.

e. No Owner that is currently leasing their Lot or Dwelling Unit shall be permitted to lease the Lot or Dwelling Unit to any new tenant, after the adoption of these Rules, without first submitting a Lease Application and Rider, and obtaining approval in writing by the Association.

12. ENFORCEMENT OF RULES. The Board shall act as the "Covenants Committee". In this regard, the Board may enforce the Rules and Governing Documents, without limitation, in any or all of the following procedures:

a. **Board's Rights of Enforcement.** The Board will have the power, at its sole option, to enforce the terms of the Governing Documents by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; imposition of any sanction permitted by the Governing Document or by law; suspension of membership privileges, or by taking any other action before any court, summary or otherwise, as may be provided by law.

b. **Fines; Suspension of Privileges.** In addition to such other rights as are specifically granted under the Governing Document and in Law, the Association shall

have the right to impose monetary fines against Unit owners for any violations of the Association governing documents, including the rules, regulations, and development standards in this handbook. Such fines shall be a lien upon the Lot or Dwelling Unit of the violator, and the Association shall have the right to suspend an Owner's right to vote, membership rights, and/or any person's right to use the Common Areas (such as the pool, parking areas, recreational areas, etc.) if such person has been found to be in violation of any duty imposed under the Association's governing documents, or any rules and regulations duly adopted there under; provided, however, nothing herein shall authorize the Board to prevent ingress and egress to or from a Dwelling.

In addition, the Board may suspend any services provided by the Association to an Owner or the Owner's Lot or Dwelling Unit if the Owner is more than thirty (30) days' delinquent in paying any assessment or other charges owed to the Association. Except in the case of a member's failure to maintain good standing status, at which time suspension of membership privileges shall be automatic, and/or fines. Suspension of membership privileges shall not be imposed unless the Owner has been given an opportunity for a hearing before the Board. Notice of such hearing shall be provided at least ten (10) days' in advance of such hearing date. If such notice is provided, the Owner must confirm his/her attendance at such hearing at least forty-eight (48) hours in advance of the hearing date, or the Owner's shall be deemed to have waived the opportunity for a hearing.

c. **Fine Schedule.** The amount of such fines is set forth on Exhibit "A", attached to this Handbook. Each day a violation continues shall be deemed a separate violation and shall result in additional (daily) fines in the amount set forth on the fine schedule.

d. **Additional Enforcement Rights and Attorney's Fees and Costs to the Association in the Event of any Dispute.** Notwithstanding anything to the contrary in this handbook, the Board may elect to enforce any provision of the Governing Documents of the Association by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner responsible for the violation of which abatement is sought shall pay all costs of the Association, including reasonable attorneys' fees and costs actually incurred. In addition, in any action in which the Association either prosecutes or defends any claim against an Owner, or their tenants, permitted residents or guests, and the Association is the prevailing party, the Unit Owner shall be responsible for all costs of the Association, including but not limited to attorneys' fees, expert fees and costs incurred by the Association.

e. **Tenant, Guest and Visitor Violations.** A violation of the Rules by a visitor, guest, tenant or any invitee of an Owner or an Owner's tenant shall be considered a violation by the Unit Owner (and/or Tenant).

13. **CAPITAL CONTRIBUTION; MEMBERSHIP FEE.** Each Owner, immediately upon acquisition of title to his Lot or Dwelling Unit, shall be required to pay to the Association a non-refundable fee for membership in the Association in the amount of \$575.00.

14. **COVENANT FOR ASSESSMENTS AND CREATION OF LIEN.** Each Owner by acceptance of a deed within Sun Ridge is deemed to covenant and agree to pay the all Assessments and charges levied by the Association. Such Assessments, together with any late fees interest, other incurred costs, and attorneys' fees will be charged on the Lot or Dwelling Unit and will constitute a continuing lien. See Article VII of the Declaration.

15. **COLLECTION PROCEDURES:** The Board has established the following procedures and policies in connection with the payment of any and all common expense Assessments, maintenance, emergency, special, remedial or other assessments, fees, interest, counsel fees, late fees, filing fees, charges, disbursements, and any other payments due from any Owner to the Association:

a. **Payment Due in Monthly Installments:** The Annual Common Expense Assessment shall be paid by each Owner in twelve (12) equal monthly installments each fiscal year and are due and payable on the first day of each month. All other charges and/or assessments shall be due and payable upon the date established by the board, upon notice thereof, or, if expressly set forth, then upon the date set forth in the notice.

b. **Late Fees and Interest:** Any payment that is not received by the Association within thirty (30) days from the date such payment is due shall accrue interest at the rate of sixteen percent (16%) per annum, calculated daily. In addition, any payment that is not received by the Association within thirty (30) days from the date such payment is due shall result in the imposition of a late fee in the amount of twenty U.S. dollars (\$20) for each past due installment of payment due.

c. **Acceleration:** If full payment of the amount in arrears, including but not limited to late charges, interest, attorneys' fees and costs, is not received by the Association by the 30th day following the date any monthly or other installment payment is due, the Association shall render the entire amount due and payable, upon written notice to the Owner.

d. **Prosecution by Counsel:** If full payment of the amount in arrears, including late charges, attorneys' fees and costs, is not received by the Association by the 75th day following the date any charge or assessment payment was due; or the total amount due by the Unit Owner exceeds one-thousand U.S. dollars (\$1000), then the matter shall be turned over to the Association's attorney to commence legal proceedings.

e. **Returned Checks:** If the Association receives from any Owner, in any accounting year, two (2) or more returned checks for payment of assessments, the Association may require all future payments to be made by certified check or money order for the remainder of the fiscal year. Any bank fees and administrative fees charged to the Association will be charged and added to the account for any returned checks.

f. **Suspension of Membership Rights:** Association membership rights, including, without limitation, voting and access to common areas and/or amenities, of any Owner whose account is thirty (30) days past due shall be deemed suspended during the period that any installment, charge or assessment remains unpaid. Owner whose account is thirty (30) days past due shall be deemed suspended during the period that any installment, charge or assessment remains unpaid.

g. **Application of Payments:** Payments received from delinquent Owners shall be applied to the oldest balances first, in the following order, until exhausted or until such charges and/or assessments have been paid in full: (i) late fees; (ii) then against attorneys' fees, disbursements, court costs and costs of suit; (iii) then against interest charges; (iv) then against any remaining fees or costs not specified above; and, finally, (v) against overdue charges and/or assessments.

h. **Authorization to Counsel:** The Association's counsel is hereby authorized to enforce the collection procedures set forth in the Governing Documents. In addition, the Association's counsel is hereby authorized to undertake all other collections procedures that counsel deems appropriate for the benefit of the Association. Counsel shall provide periodic status reports regarding all collection activities and be available to consult with the Board about any particular matter or collection effort upon request by the Board. In addition, the Association's counsel shall immediately cease any or all collections efforts upon request by the Association.

i. **Assignment of Rent.** Subject to the rights of holders of first security interests, the Association may collect from the rent due from a tenant to a delinquent owner an amount not more than the unpaid assessments, late fees, interest, and costs of collection, including reasonable attorneys' fees (collectively, "charges"). Delinquent Owner means an Owner who owes any Annual or Special Assessment or any other charges to the Association that are thirty (30) days or more days past due. See Article VI, Section 12 of the By-Laws.

16. ALTERNATE DISPUTE RESOLUTION. In the event, any dispute arises between the Association and an Owner or between Owners, the Association will offer alternative dispute resolution ("ADR"). The sole method of ADR shall be by mediation. In a dispute between Owners, the mediator may be chosen by consent of the parties, or the Board may appoint a mediator which shall be a person or persons who may not be specifically trained in mediation, but who have expertise in community matters and who have no personal interest in the

matter in dispute and who are not Owners. In the event that the dispute is between an Owner and the Association, the mediator shall be chosen by consent of the parties, or if consent is not possible, the matter shall be referred to the Community Associations Institute, which shall assign a mediator. The procedures regarding ADR are set forth in Article XVII, Sections 2 through 7 of the By Laws.

Exhibit A: Fine Schedule

Note: Each day a violation continues shall be deemed a separate violation and additional fines.

SECTION	OFFENSE	AMOUNT PER DAY/ OCCURRENCE
ADDRESSES	Brass type numbers not on garage door	\$35.00
BARBEQUE GRILLS	Use/Storage of propane tank/propane grill on deck or not approximately 5 feet from any other combustible surface	\$100.00
BASKETBALL COURT	Improper use of courts i.e. anything but playing basketball	\$35.00
BIRD FEEDERS/BATHS	Improper placement	\$35.00
CHIMENAE'S	Use in condominiums and townhouses are not permitted unless decorative, or unauthorized use in single family homes	
COMMON PROPERTY	Storage of any items of personal property on common property	\$35.00
COMMON PROPERTY	Any construction upon, alteration or modification (including planting of trees or other vegetation) of the Common Property without prior approval of the Association	\$35.00
DOGS	Failure to remove dog waste from common property, failure to curb dog	\$35.00
EXTERIOR CHANGE	Modification without approval	\$35.00
EXTERIOR CHANGE	Incorrect Modification after approval	\$35.00
FIREPLACE/DRYER VENT MAINTENANCE	Failure to provide Association with proper inspections	\$35.00
FIREWOOD	Improper storage	\$35.00
FIREPITS	Use in condominiums and townhouses not permitted, or unauthorized use in single family homes	\$35.00
GARBAGE	Improper trash/recycling can storage i.e. cans outside during prohibited times,	\$35.00
HOLIDAY DÉCOR	Safety violations; maintaining beyond permitted period	\$35.00
LAWN ORNAMENTS	Improper placement	\$35.00
NOISE/NOXIOUS ACTIVITIES	Noise that interferes unduly with the quiet enjoyment of others	\$35.00
OUTDOOR FURNITURE	Improper storage	\$35.00
PARKING	Inoperable, un-inspected or un-registered vehicle	\$35.00
PARKING	Blocking fire lanes, handicapped spaces, curbside parking	\$35.00
PETS	More than two pets housed, allowing pets to roam off leash or tied up outside unattended	\$35.00
POOL	Violation of pool rules	\$35.00
POSTINGS	Posting ads on common elements without prior approval	\$35.00
RENTALS	Failure to properly notify Association and execute agreement	\$35.00
SATELLITE DISH/ANTENNAE'S	Installed without approval	\$35.00
SNOW REMOVAL	Operating vehicle with snow on vehicle roof top	\$35.00
SOLAR PANELS	Installed without approval	\$35.00
USE OF UNITS/HOMES	Commercial or business activities not permitted by the Association	\$35.00

Exhibit B: Modification Request Form

SUN RIDGE OWNERS ASSOCIATION

5 Sun Ridge Drive Flemington, NJ 08822

Phone: 908-237-0994

Fax: 908-237-0995

APPLICATION TO ARCHITECTURAL CONTROL COMMITTEE

**ANY ALTERATION/ IMPROVEMENT PLANNED BY THE HOMEOWNER MUST BE PRESENTED TO THE
ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL**

Date: _____

Name: _____

Unit Address: _____

Phone Number: _____

Owner Address (if different from above):

Please indicate unit type:

Single Family_____ Townhome _____ Condominium _____

Please indicate type of Modification/Addition being requested (only one type per form):

Attic Fan____ Deck____ Driveway Extension____

Entrance Door____ Exterior Outlet____

Exterior Lighting____ Fence____ Garage Door____

Hot Tub/Spa____ Landscape Enhancement____ Lights____

Radon Remediation____ Roof Replacement____

Satellite Dish____ Service Walk____ Storm/Screen Door____

Window____ Exterior Vent____

Other (please specify) _____

Please answer the following questions in the space provided:

Anticipated Start Date: _____ Completion Date: _____

Permit Required: _____

Material Specifications:

Please be as specific as possible and preferably attach drawing/plan, brochure, and/or color sample

Any application that does not include, where required, the necessary documents (i.e. plan, color sample, contractor's certificate of insurance or maintenance agreement) shall be deemed incomplete and will not be reviewed until everything required is received.

DATE

SIGNATURE OF OWNER

DATE

SIGNATURE OF OWNER (if different)

DATE

**SIGNATURE OF CONDOMINIUM OFFICER
(If applicable)**

THERE ARE NO "AUTOMATIC" APPROVALS

Exhibit C:

Sun Ridge Development Standards Article IX, Section 4 of the Bylaws

Sun Ridge Development Standards shall be adopted by the Board of Trustees, and may be amended from time to time. The Sun Ridge Development Standards shall include written guidelines setting forth the minimum standards for the design, size, location, style, structure, color, mode of architecture, mode of landscaping and relevant criteria deemed important by the Architectural Control Committee for the construction of improvements of any nature within Sun Ridge. The Development Standards are deemed incorporated herein by reference. The purpose of the Developmental Standards is to preserve and promote the character of Sun Ridge. All existing Owners and future Owners, by acceptance of a deed to any Lot or Dwelling Unit agrees to be bound by all provisions of the Sun Ridge Developmental Standards and to use diligence in keeping abreast of the provisions thereof and any amendments thereto.

CONDOMINIUM OWNERS:

DECKS:

All Section II, Spruce Court Decks must be stained with SHERWIN WILLIAMS SUPERDECK IN "CLASSIC BARN RED", which is a water-based, semi-transparent stain."

Sections I, III, and IV please contact your Board President for the color.

Deck Replacement or Extension applications require the submission of final Raritan Township Permit approval to the on-site management office. All other decks can be protected against the weather by either using a clear water proof preservative or natural wood tone preservative as follows:

GARAGE DOORS:

Each application to the ACC must be accompanied by a color photo or drawing representing a true likeness of the garage door listed therein.

Condominium Association Section I

Locust – Raised Panel – 125-138 Almond
139-144 Gray
145-154 Almond
155-160 Gray
Sequoia – Raised Panel – 101-108 Gray
109-118 Almond
119-124 Gray

Condominium Association Section II

Spruce – Raised Panel – 201-208 - Almond
209-216 - Gray
217-222 - Almond

223-232 - Gray
233-242 - Almond
243-252 - Gray
253-272 - Almond
273-282 – Gray

Condominium Association Section III

Cypress – Raised Panel – Almond
Larch - Raised Panel – Almond
Willow – Raised Panel – Almond

Condominium Association Section IV

Almond – Raised Panel – 601-610 - Gray
611-630 - Almond
Apple – Raised Panel – Almond
Some on Apple are Gray
Poplar – Raised Panel – 801-810 - Gray
811-820 - Almond
821-830 – Gray

TOWNHOUSE OWNERS:

DECKS:

Deck Replacement or Extension applications require the submission of final Raritan Township Permit approval to the on-site management office. Decks can be protected against the weather by either using a clear water proof preservative or natural wood tone preservative as follows:

Behr Exterior Wood Stain (Semi or Pressure Treated Green Wood);

California Rusti	SC 130/ST130
Cedar Natural Tone	SC 533/ST533
Redwood Natural Tone	SC 122/ST122
Cape Cod Gray	SC122/ST116

Behr Composite Deck Stains;

Veranda, Buff Cedar (V-1)
Trex, Accent, Saddle
Weather Best, Roughsawn Pine (WB-1)
Ever Grain, Cedar (EG-1)
Timber Tech, Cedar (TT-1)

Sealer:

Thompson Water Seal Clear

FENCES:

The only approved fence is the shadow box design with a four (4) foot height restriction. Fences may not extend out more than twenty (20) feet from the foundation and can be protected against the weather

by using a clear water proof preservative or natural wood tone preservative. The following are the approved stain colors:

Behr Exterior Wood Stain (Semi or Pressure Treated Green Wood);

California Rustic	SC 130/ST130
Cedar Natural Tone	SC 533/ST533
Redwood Natural Tone	SC 122/ST122
Cape Cod Gray	SC122/ST116

Sealer:

Thompson Water Seal – Clear

GARAGE DOORS:

The replacement door for Townhouse Owners may be either of the following:

1. A raised panel, steel door with a “Brown Wood grain” finish that is manufactured by General Doors Corporation; or a
2. A paintable, raised panel, steel, wood, vinyl, or plastic door of the Owner’s own choice, which meets the ACC approval. The only acceptable paint that may be used for covering the replacement door is Benjamin Moore, Iron Clad Bronze Tone, and Low Luster or Sherwin Williams, Sun Ridge BM Bronze Tone # 42569.

Each application to the ACC must be accompanied by a color photo or drawing representing a true likeness of the garage door listed therein.

Dogwood – Raised Panel – Bronze Tone
Elm – Raised Panel – Bronze Tone
Fir – Raised Panel – Bronze Tone
Holly - Raised Panel – Bronze Tone
Linden – Raised Panel – Bronze Tone
Maple – Raised Panel – Bronze Tone
Olive – Raised Panel – Bronze Tone
Peach – Flat Panel – Bronze Tone
Plum – Raised Panel – Bronze Tone
Hemlock – Raised Panel – Bronze Tone

TRIM:

All trim must be replaced and painted the same color which is Sherwin Williams, Sun Ridge BM Bronze Tone # 42569 or Benjamin Moore, Iron Clad Bronze Tone, and Low Luster. The only other option is to have the trim wrapped in Bronze Tone Aluminum.

SINGLE FAMILY OWNERS:

FENCES:

The only approved fence is the shadow box design with a four (4) foot height restriction. Fences can be protected against the weather by using a clear water proof preservative or natural wood tone

preservative. The following are the approved stain colors:

Behr Exterior Wood Stain (Semi or Pressure Treated Green Wood);

California Rustic	SC 130/ST130
Cedar Natural Tone	SC 533/ST533
Redwood Natural Tone	SC 122/ST122
Cape Cod Gray	SC122/ST116

Sealer:

Thompson Water Seal - Clear

Exhibit D: Antennae Application

NOTICE OF INSTALLATION, REPAIR, MAINTENANCE OR RELOCATION OF ANTENNA

Owner Name _____

Address _____

Telephone Daytime: _____ Evening: _____

Name, Address and Telephone of installer, if other than the Unit Owner,

Please provide a description of the type, size and color of the antenna including the accessories (or contain a scaled color photograph of the antenna including all accessories)

I have attached a copy of plans or drawings depicting the exact location and design of the antenna and all accessories, including but not limited to the location of all wiring, and the method of installation

Yes No

I have attached a copy of the manufacturers and dealer's requirements or instructions for installation

Yes No

I have attached a copy of the permit and any other written documentation required by the city or state regulations, if any.

Yes No Not Applicable

Date Installation Was or Will Be Performed _____

I shall also notify the Association when removal of the antenna is planned for inspection of the site.

I will comply with all of the Association's rules for installing, repairing, maintaining, relocating and using antennae. I hereby agree to all terms of the Association's Resolution Regarding the Installation and Maintenance of Satellite Dishes and Antennae; and assume liability for any damage to the Association and other owners' property that occurs due to antenna installation, repair, maintenance, relocation and use.

Date _____ Signature _____ Print Name _____

Exhibit E:
Pool Rules, Regulations and Badge Application

POOL RULES & REGULATIONS: The Association welcomes and encourages all to make full use of our pool facility. For the health, safety, and overall enjoyment of the pool by all users, the following rules are applicable:

- Swimming is absolutely prohibited without a lifeguard present.
- No alcoholic beverages are permitted at any time.
- Visibly Intoxicated Persons will not be allowed entry.
- Current Sun Ridge Homeowners Association pool badges are required to enter the pool area, and no residents or guest will be allowed in the pool area without showing their current year badges **along with a Photo ID** to the guard at the gate, and signing in. Guests must be signed in and accompanied by their host at all times.
- Children under 12 years of age must be accompanied by an adult. Both must have valid pool badges.
- Guests, in addition to having a valid badge, will not be permitted in the pool area unless accompanied by a resident of at least 16 years of age who must be a member of the host “family” and in possession of a valid pool badge.
- One guest badge is issued to each home. Additional guests may attend for a one day fee of **\$5.00** per guest, payable at the gate.
- Guest badges may not be transferred from one home to another under any circumstances. Doing so will cause for immediate forfeiture of the badge.
- Conversations with the lifeguards on duty are strictly prohibited.
- Eating is prohibited on the concrete pad around the pool and wading pool.
- Smoking is prohibited within the fenced in pool area.
- No animals are permitted in the pool area.
- Proper bathing attire must be worn at all times. Cut-offs and jeans are not permitted in the pool.
- Throwing of any foreign matter in the pool is strictly prohibited.
- Children must pass a deep-water swimming test before entering water in which they cannot stand in freely with their full head above the surface.
- Use of the wading pool is restricted to children 6 years of age and under. Children in the wading pool must be supervised by a parent/guardian at all times.
- Lifeguards have the right to prohibit persons with wounds or skin irritations from using the pool.
- Lifeguards have the right to prohibit or restrict use of the pool facilities to any resident or guest for an infraction of any pool rule, discipline problem, or any other reason which they deem detrimental to the welfare of the people at the pool, the Association, or Association property.
- Aquatic equipment of any type, including “swimmies”, must be approved by the head lifeguard. Any child using any such device must be supervised by a parent/guardian at all times.
- All children that wear diapers must wear the “swim diapers” provided by all diaper companies to prevent potential leaks.
- Diving is only allowed in the deep area and only forward dives are permitted. Flips and backward dives are prohibited.
- In all cases, without exception, residents are responsible for cleaning up and disposing of all trash generated by them or their guests in the trash receptacles provided. It is not the responsibility of the lifeguards or property maintenance contractor to pick up after the users of the pool.
- Please call the **Management Office at 908-237-0994**, if you wish to host a party at the Sun Ridge Pool for a complete packet of instructions, restrictions and costs

Sun Ridge Owners Association Application for Pool Stickers

Unit Owner	** Tenant (If Applicable)
Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____

Signature of OWNER: _____ Email: _____

**** (Form MUST be filled out by Unit OWNER, not tenant. If unit is a rental, a lease MUST be on file with Sun Ridge Owners Association office and badges may only be issued for tenant in residence)**

Each unit will be automatically issued one (1) guest pass only. ANY ADDITIONAL GUEST(S) WILL NEED TO EACH PAY A \$5.00 PER DAY FEE AT THE GATE, UP to 6 GUESTS PER DAY PER UNIT.

NO ONE WILL BE ADMITTED WITHOUT A PHOTO ID AND VALIDATED POOL BADGE (A POOL BADGE WITH A CURRENT YEAR STICKER ATTACHED).

PLEASE LIST THE NAMES OF ALL PERSONS RESIDING YEAR-ROUND IN YOUR HOUSEHOLD (PROOF OF RESIDENCE MAY BE REQUIRED). DO NOT INCLUDE "SEASONAL" VISITORS.

PLEASE NOTE: Ages for children 3-16 years must be listed. Anyone over 16 years old may be listed as an adult, and no age is required.

	Name	(Child) Age	Badge Number (required)
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	UNIT GUEST BADGE _____		

**** Board may limit number under special daily circumstances**

Exhibit F: Lease Application

RIDER TO LEASE

SUN RIDGE OWNERS' ASSOCIATION INC.

This Rider to Lease of unit located at _____ is made and entered into this day of _____ by _____ and _____ (hereinafter referred to as "Tenant") and Sun Ridge Owners Association, Inc. (the "Association"). In the event of a conflict between this Rider and the Lease, this Rider shall govern.

The Unit Owner and Tenant hereby agree as follows:

_____ **I/We [insert name of Tenant, lessee or other occupants]** (hereinafter referred to as "Tenant") acknowledge receipt of a copy of the Declaration, By-Laws, and Rules and Regulations ("collectively referred to as Governing Documents") of the Association from the Unit Owner, which Tenant has examined to the extent he desires. **I/We** agree to comply with and be subject to the Governing Documents, as same may be amended from time to time. **I/We** further understand and agree that Tenant shall be jointly and severally liable with the Unit Owner for any violations of said Governing Documents by the Tenant and/or Tenant's guests or invitees. **I/We** further understand and agree that any failure of the Tenant to fully comply with the terms and conditions of the Governing Documents shall constitute a default under the lease.

Moreover, **I/We** fully understand and agree that if the owner of the unit that is the subject of this Lease and/or tenancy or occupancy agreement fails to make timely payments to the Association of all duly assessed common expenses, special assessments fines and/or other charges or fees, that Tenant is and shall be responsible for making its rent payments directly to the Association. Tenant further understands and agrees that if the Unit Owner fails to make such timely payment, the Association shall require immediate payment from Tenant and that if Tenant fails to make such payment, the Association may sue to evict Tenant, foreclose on Tenant's rights, collect payment of all rents owed from Tenant, and/or pursue any other legal or equitable remedies against Tenant, including any remedies that are available against the Unit Owner, or would be so available if the Unit Owner still resided in the unit.

Tenant and Unit Owner agree that any rent, lease payment, or other funds due from Tenant to Unit Owners shall be reduced by the amount of any payment that Tenant is obligated to make to the Association, pursuant to the provisions of this Lease Rider and the Governing Documents, as same may be amended from time to time, as a result of the Unit Owner's failure to make any payments to the Association as required.

Tenant and Unit Owner understand and agree that each shall be jointly and severally liable for all reasonable attorneys' fees and costs incurred by the Association in regard to the enforcement of this Lease Rider and any provisions of the Governing Documents, as may be amended from

time to time, including but not limited to attorneys' fees and costs related to prosecuting an action for eviction against Tenant and to collect payment of all amounts owed.

The Unit Owner appoints the Association as its attorney-in-fact for purposes of enforcing against any lessee, Tenant, or other occupant the remedies set forth in this Rider and/or Governing Documents of the Association, as same may be amended from time to time.

OWNER/OCCUPANT INFORMATION

Unit Owner(s) Name

Unit Owner(s) Address

Unit Owner(s) Home Phone _____ Business/Cell Phone _____

Tenant(s) Name(s) and Age(s)

Tenant's Home Phone _____ Tenant's Business/Cell Phone _____

Tenant's Automobile, Make, Model, License Number

Lease Dates: From ____/____/____ To ____/____/____

The Undersigned certify that the information provided herein is true and accurate, and agree to notify the Association of any changes to such information as they occur.

A copy of the executed Lease and this Rider to Lease must be furnished to the Association at least five (5) days prior to commencement of the term of the Lease or any renewal/extension thereof.

Witness:

Unit Owner

Unit Owner

Tenant

Tenant

