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*RULES & REGULATIONS*



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*AMENDED MARCH, 2006*

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Table of Contents

<b>GENERAL RULES</b>	<b>3-8</b>
<b>DOORS, WINDOWS, PLANT HANGERS, LIGHTING</b>	<b>8-9</b>
<b>DECORATIONS, PETS</b>	<b>10-11</b>
<b>INSURANCE, PARKING</b>	<b>12-15</b>
<b>TENANT RULES</b>	<b>15-17</b>
<b>INTERIOR RULES</b>	<b>18</b>
<b>FINES</b>	<b>19</b>

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**FINES:**

**Unless as otherwise noted, fines are as follows:**

**First Offense: \$25.00**

**Second Offense: \$50.00**

**Third Offense & Thereafter: \$50.00 per day until corrected.**

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**RULES REGARDING INTERIOR OF UNITS:**

1. No Unit Owner shall made any modifications or alterations within his Unit affecting a “bearing wall”, structural component or other Common or Limited Common Elements without the prior written approval of the Board of Directors.
2. Upstairs units may install wooden or wooden type floors, ONLY AFTER prior written approval of the Association, providing padding sufficient to eliminate walking noises in the downstairs unit is installed between the sub-flooring and the finished flooring.

Because of unforeseen emergencies, all Unit owners and tenants should provide the Property Manager with a list of emergency contacts and phone numbers, fax or email addresses where contacts can be made in the event you cannot be contacted at your residence or place of employment.

**GENERAL RULES:**

1. No unit or Limited Common Elements appurtenance to any unit shall be used for any purpose other than as a private residence. No business, trade or profession shall be conducted in any units.
2. No exterior loudspeakers, other than those contained in portable radios or television sets, shall be permitted, and no unshielded floodlights shall be installed in any exterior area of any unit or any deck appurtenant thereto, without the permission of the Board.
3. Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of any Building or the contents thereof beyond the rates applicable for the Units. No Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements which will result in the cancellation of insurance on any building or the contents thereof, or which will be in violation of any law.
4. All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided by the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his proportionate undivided percentage interest in the General Common Elements.

7. Each Unit Owner shall pay for his own telephone, heat, cable television, water, sewer and other utilities, if any, which are separately metered or billed to each used by the respective utility or private company. Utilities, which are not separately billed or metered, shall be treated as part of the common expenses.
8. No Unit owner shall have the right to mortgage or encumber his Unit, unless such mortgage or encumbrance is a permitted Mortgage. No other Unit mortgage or encumbrances shall be permitted without the prior written consent of the Association.
9. All units must be heated to the extent necessary to prevent damage from freezing temperatures during the months of October through April inclusive, regardless of whether or not occupied. Any Unit Owner failing to so heat his Unit shall be assessed for the costs of any damage caused to any portion of the Condominium due to his neglect, or if such damage is insured by the Association, for any deductible or other amount not received by the Association from the proceeds of the insurance. The minimum indoor temperatures must be maintained at least 55 degrees F.
10. No unit may be used for the conduct of any commercial enterprise. No resident shall post any advertisement or posters of any kind, except as authorized by the Association.
11. Nothing shall be done to any unit or on or in the Common or Limited Common Elements, which will impair the structure, integrity or the buildings or which will structurally change the building. No Unit Owner or occupant may make any structural additions, alterations or improvements to his unit or in or to the Common or Limited Common Elements, without prior written approval of the Association. The Board of Directors of the

11. To provide an orderly procedure in the case of title transfers and to assist in the maintenance of a current roster of unit owners, each unit owner shall give the management office ten days notice of his intent to list his unit for sale and, upon closing of title, shall forthwith notify such management office of the names and home addresses of the purchasers
12. No unit owner shall post any "For Sale" or "For Rent" sign(s) in any window or on any vehicle and may not post any "For Sale" or "For Rent" sign(s) on Common and/or Limited Common Elements. The Realtor through the management company who has all the rules of open houses must schedule Open Houses.
13. In the event a tenant of a Unit fails to comply with the provisions of this Master Deed, the By-Laws, and/or the Rules and Regulations, Policies and Procedures, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within fourteen (14) days after such notice.
14. If such violation(s) is not remedied within said fourteen (14) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said cost and expense shall be deemed to constitute a Common Expense lien on the particular Unit involved, and the Board thereof may enforce collection in eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association.

5. Any tenants, whose names have not previously been provided to the Association, shall occupy no unit. A copy of the lease as well as the tenant registration card is required within ten (10) business days. Please inform the Association prior to the expiration of the lease with your current tenant. The management office will mail you a Tenant Registration form. This form will indicate to the office that a new tenant will be taking possession of the unit. You will be responsible for supplying a copy of the Rules and Regulations to your tenant.
  6. If your unit is currently managed or will be managed by a real estate broker or agent, you are required to notify the Association in writing if any or all information pertaining to the Association should be sent to the agent directly.
  7. All tenants are subject to the Association By-laws, Procedures, Rules and Regulations and the owner(s) shall be responsible for any and all infractions.
  8. Any flagrant or repeated breach or violation of the Policies, Procedures, Rules and Regulations by a tenant shall effect, in addition to any FINE levied as a special assessment, an action being taken against the unit owner in accordance with the provisions of the By-Laws or any other pertinent condominium documents of Whitebridge Village.
  9. The tenants of a unit are the guests of the unit owner(s). Tenant can vote only if given proxy by the unit owner.
  10. The unit owner is always responsible for Association assessments, insurance deductibles or any other charge the Board may direct to the unit.
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Association shall have the obligation to answer any written request received by it from a unit owner for approval of a proposed structural addition, alteration, or improvement in such unit owner's unit within forty five (45) days after receipt of such request. Failure to do so within the stipulated time shall constitute consent to the proposed structural addition, alteration or improvement.

12. Common Elements not directly related to units consist of walkways, parking areas, street lighting and general open space. Limited Common Elements related to units consist of exterior storage rooms, balconies, and the stairways, entryways, parking areas, street and walkway lighting required to obtain access to each condominium unit.
  13. No Unit Owner or occupant shall burn leaves or other debris, chop or cut anything on, over or above the Common Elements.
  14. No improper, offensive, or unlawful use shall be made of any Unit, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
  15. No awnings, open flame grills, fences, canopies, shutters or radio or television antennae or aerials shall be erected or installed in or upon the Common Elements or any part thereof without the prior written consent of the Board. Each unit owner is responsible to promptly report to the Board any defect in the common elements in need of repairs, the responsibility for which is that of the Association.
  16. No clothes, poles, lines or clothes trees shall be installed or maintained, nor shall any laundry, blankets, rugs or any other thing be hung out to dry or air outside of any Unit elsewhere within the Condominium.
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17. Unit Owners shall not apply substances other than cat litter, sand or calcium chloride (provided at the dumpster enclosures) on sidewalks, porches or patios after snow removal efforts have taken place.
18. Except as designated grill area beside the Clubhouse, open flame barbecuing is absolutely prohibited anywhere in the complex. The presence of an open flame barbecue grill will indicate usage. This is a Township regulation and the Fire Marshall will impose a fine to the unit owner. Open flame is defined as propane, butane, natural gas, wood or charcoal fires. Electric non-flame, non-smoke grills, approved by the Evesham Fire Department, are acceptable.
19. All sidewalks and walkways through the complex shall be used for pedestrian traffic only.
20. Recreation activities, which may cause damage to the Common or Limited Common Elements, are prohibited.
21. Stairs, stairwells, steps, sidewalks and walkways shall be used as an extension of living space. Each unit has a balcony or patio for outdoor enjoyment, but not for storage.
22. No air conditioning unit or window fans (except as originally located by Grantor) flood light, or any other equipment or appurtenance or any wiring for any purposes may be installed on the exterior of the building or protrude through the walls, windows or roof of a Unit without the prior written consent of the Board.
23. Residents are prohibited from feeding any wildlife, including but not limited to, deer, squirrels, geese, ducks, etc.
24. No bicycles, scooters, baby carriages or similar vehicles, toys or other personal articles, including open table umbrellas, shall be allowed to stand unattended or be stored for any period of time in any portion of the Common or Limited Common Elements, including decks, patios, grass areas, flower beds, shrubbery beds, walkways and woodlands

defined or undefined Reserve parking in the complex except for those approved for Handicap or other specifically defined spots approved by the Association by request. In addition to a fine, the vehicle will be towed at owner's expense

### **TENANTS' RULES**

1. No unit is to be utilized for transient or hotel purposes. Transient or hotel purposes shall be defined as: rental for any period less than one (1) year; or any rental where the occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen and bellboy service.
2. No unit owner may lease less than an entire unit.
3. The lease between the owner of the unit and the tenant must be in writing and made subject to all provisions of the Association's governing documents. Failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a material default under the lease and be grounds for termination and eviction.
4. Prior to the signing of such lease, a copy shall be forwarded for management's review to determine that the lease is subject to the documents as set forth above. The management shall respond in writing within ten (10) days and shall not unreasonably withhold its approval. No lease lacking the approval of the management shall be valid and enforceable and no Unit Owner shall cause or allow any tenant to reside in any Unit subject to the Master Deed prior to the management's approval of said lease.

4. In the event a vehicle is parked within ten feet of a fire hydrant or in a “no parking zone”, is impeding a snow plow or is obstructing access, or if the owner cannot be located, refuses or fails to move the vehicle within a reasonable period of time, then in that event the Association is authorized to have the car towed to a common parking area at the owner’s expense
5. Special arrangements for TEMPORARY parking of over sized vehicles, vans, mobile homes, trailers, and the permanent parking of all commercial closed or oversized vehicles can be made through the Property Manager, but all must be parked in the Club House parking lot.
6. Handicapped parking is provided in designed areas for the exclusive use of motor vehicles identified by one of the following emblems: handicapped license plate, New Jersey approved sticker and placard issued by the State of New Jersey or Local Police Chief.
7. No vehicle repair or fluid changes are to be made on the Common or Limited Common Elements, or in the parking lots of the complex.
8. The speed limit within the complex, excluding Whitebridge Road is 15 MPH, unless otherwise posted. License number is reported to Evesham Township Police Department. Whitebridge Road is 25 MPH.
9. Vehicle parking is permitted only in designated white lines areas. One vehicle per parking space. No diagonal parking. No one shall park in front of mailboxes, concrete islands, or behind another vehicle as to impede free passage. There are no

25. No bicycles, scooters, baby carriages or similar vehicles, toys or other personal articles, including open table umbrellas, shall be allowed to stand unattended or be stored for any period of time in any portion of the Common or Limited Common Elements, including decks, patios, grass areas, flower beds, shrubbery beds, walkways and woodlands.
26. Parents or guardians shall be held responsible for the actions of their minor children and their guests. Any damage to any portion of the Common or Limited Common Elements caused by a unit owner or tenant or the minor children, guests, invitees, licensees of same shall be repaired at the expense of the said Unit Owner.
27. Decks and patios shall be used only for the purposes intended and shall not be used for hanging garments or other objects, cleaning rugs or other household items, or general storage purposes. The hanging of awnings, garments, rugs or other personal property in the windows or from any of the façade of the condominium is absolutely prohibited.
28. Bulk trash disposal. Residents are responsible for the removal of all bulk trash. Such items as carpet, furniture, appliances, etc. shall be considered bulk.
29. Residents must call the Property Manager or Evesham Township Public Works Dept at 856-983-2798 to schedule a pick-up. All bulk trash must not be placed in the dumpster area or in front of a unit until two days prior to the pick-up date. Bulk items are never to be placed along the curb or in any other location within the complex.
30. Fishing, swimming and skating on any pond is prohibited.

31. No resident shall stop an employee or contractor in the performance of his duties, give special instructions or ask favors of employees or contractors. All requests for service and/or complaints are to be submitted to the Association office.
32. No Unit Owner or occupant shall build, plant, maintain or temporarily use any matter or thing upon, in, over or under the Common or Limited Common Elements without the prior written consent of the Board unless permitted by the Rules and Regulations. Annual flowers may be planted in the mulch beds during spring, summer and fall; however, they cannot be higher than 12 inches when full grown. Weeding of these plants will be the responsibility of the homeowner. The Association will not be held responsible for any damage or maintenance of these flowers.

**RULES PERTAINING TO DOORS, WINDOW TREATMENTS, PLANT HANGERS, LIGHTING**

1. All residents who wish to install a front entrance storm door must install a full view door. WHITE ONLY. Porch and balcony storms may be half window/screen doors. Storm or screen doors must contain at all times either a screen or window. Storage of the screen or window on a deck or patio is prohibited.
  2. Imitation gate hinges and ornamental decorations are not permitted.
  3. No alterations to the exterior of the units, decks, terraces, and fences, Common Elements or Limited Common Elements may be made without prior written approval of the Board. No enclosures, extensions, alterations or screening of the exterior areas are permitted without the Board's prior written consent. For safety
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- A. Vehicles larger in size than leisure or mini-vans.
  - B. Stake body trucks and any vehicles that extend past the length and width of the painted parking lines.
  - C. Dirt bikes, mopeds, motorized scooters or 3 or 4 wheeled all terrain vehicles
  - D. Motorized or trailer campers.
  - E. Boats, boat trailers, mobile homes or any recreational vehicle.
  - F. Four-wheel high-rise or over-sized tired vehicles (vehicles with tired that exceed the width of the body)
  - G. Ambulances or hearses
  - H. Unlicensed vehicles or out-of-date registration vehicles
  - I. Vehicles that take more than one (1) parking space.
  - J. Vehicles with supplied or equipment that extend past the length or width of the painted parking lines and/or curbing. In addition to vehicle will be towed at owner's expense
2. No one shall store any motor vehicle on the common elements. All motor vehicles not moved within a 3 day period will be checked to make sure they are legally registered and inspected in accordance with the laws of the State of New Jersey and belong to a resident. Any stored vehicles will be tagged and towed at the owner's expense. Residents who will be away for an extended should notify the Property Manager to prevent the accidental towing of their vehicle.
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**INSURANCE RULES:**

1. All Unit owners are required to obtain and maintain interior homeowner's insurance (commonly known as HO-6 insurance) and supply a copy of the declaration sheet of said policy to the Management Company at the time of purchase and each year thereafter. Failure to obtain homeowner's insurance and failure to submit proof thereof, will result in a \$100.00 fine and for each additional month thereafter an additional \$100.00 fine.

**PARKING RULES:**

1. Vehicles must be parked in the designed parking areas only, and may not exceed the length or width of the painted parking lines.

1a. The vehicles that may be parked, but not stored or repaired in the complex parking lots and Common or Limited Elements include, but are not limited to:

- A. 2/4 Door licensed passenger cars
- B. Pick-up trucks
- C. Leisure or mini-vans with side windows for personal use.
- D. Vehicles with commercial license and commercial signs on them.
- E. Closed trucks or vans with commercial license.
- F. Limousines or mini-buses on a one (1) night basis, but must be parked in the lot of the clubhouse and a courtesy call to the management office made. Short term visiting motorized or trailer campers, but must be parked in the lot of the Club House, and a courtesy call made to the management office.
- G. Street permitted motorcycles.

1b. Vehicles EXCLUDED from parking in the parking lots or  
Common Elements are:

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and security of the residents, Owners may replace external entrance lights with "motion detector" fixtures. They are to be of a single bulb variety and shall be polished, burnished brass or white and brand.

4. White planter boxes ONLY are permitted but must be secured to the balcony railings. Plants are permitted on the patio and deck floors. Up to six (6) hanging plants are permitted to hang from the bottom of the decks, and hangers must securely fasten them. Three (3) plants per entranceway are permitted. Two (2) may be hung from the decorative wooden molding on each side of the front entrance. The use of galvanized screw eyehooks is required. (The front entrance is designated as the primary entrance identified by the unit member at its side.) A completed "common or Limited Common Element request form must be filed with the Property Manager. Under no circumstance can anything be hung, or hanging from the following – siding, rain sprouts, down spouts, cornices or any non-wooden material.
5. Shepherd's Hooks, tall or short, are permitted in shrubbery beds or at end of walkways, providing they do not obstruct the view of another resident. A maximum of three (3) are permitted in any shrubbery plant.
6. Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. All window coverings facing outside must be WHITE.. All front doors shall be of the same color as painted by the Association (paint color and brand available from the Property Manager.)

**DECORATIONS:**

1. Holiday decorations are permitted on decks and patios, exterior portions of windows, front doors, trees and shrubs, from any time after Thanksgiving until the 7<sup>th</sup> of January.
2. Other appropriate holiday decorations are permitted on the above locations only for the following holidays: Valentine's Day, St. Patrick's Day, Easter, Memorial Day, Halloween, Kwanzaa, 4<sup>th</sup> of July, Chanukah, Thanksgiving. Decorations regarding these holidays may be put up ten days prior to the holiday and removed within five days after the holiday.

**PET RULES:**

1. All pets must be registered in compliance with Evesham Township pet ordinance. It is done at the Municipal Center. Pets are not permitted within the condominium, unless specifically allowed by the governing documents, or the Rules and Regulations adopted by the Board of Directors of the condominium. Only two (2) domesticated dogs, the weight of the dog not exceeding 50 lbs, are permitted in a unit provided it is not kept, bred or maintained for any commercial purpose, and that they are housed within the unit. The Association is aware that some original unit owners have a dog weighing in excess of 40 lbs. This provision was made by the developer prior to the management of the Association being assumed by the owners. It is the intent of the Association to enforce the two (2) dog rule, as original owners move from the complex, or multiple dogs die or are eliminated from the residence. No more than two (2) inside cats are permitted at any time.
  2. All dogs and cats must be leashed at all times and under control of owner at all times.
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3. All pets (dogs, cats and any other animals which are permitted) must be registered yearly with the Association through the management office. A registration form will be provided to all residents by mail from the Association's property manager along with a \$50.00 fee per dog and a \$25.00 fee per cat or any other animal. Failure to timely register a pet with the association and pay the registration fee will result in a fine of up to \$100.00. In the event a resident acquires a new animal during the course of the year, a new registration form must be completed and filed, along with the appropriate registration fee within thirty days of acquiring said new pet.
  4. No animals of any kind shall be raised or bred in any Unit, or on any Common or Limited Common Elements.
  5. Animal pens, houses and/or chains are prohibited.
  6. All pets are to be walked on the designated pet walks along Whitebridge Drive, which are noted by signs. Owners of pets are required to remove all solid pet waste left by their pet and dispose of same in trash containers located throughout the complex.
  7. All pet owners are required to carry personal liability insurance which indemnifies and holds harmless the Association against any loss or injury or liability of any kind whatsoever arising from having a pet on the premises. All pets must be registered with the Township of Evesham.
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