

Welcome to
**Highpoint at Stanhope
Condominium Association**

**c/o AR Management Company
110 Alpine Court ~ Stanhope, NJ 07874
Office: 973-347-5576
Fax: 973-347-4434
Email: highpointca@optonline.net
Website: www.highpointstanhopenj.com**

**Quick Overview
RULES & REGULATIONS**

(Including but not limited to)

**For additional information on Homeowner & Association's
responsibilities & Rules & Regulations, please refer to the
Highpoint Master Deed (POS) & By-Laws
which are available at: www.highpointstanhopenj.com**

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PARTIAL ITEMIZED RESPONSIBILITY LIST*

* List including but not limited to.....

HOMEOWNER

Unit Plumbing

Interior Maintenance

Unit/Electric/Boxes/Breakers
Interior & Exterior

Insurance Personal Contents

Interior Painting

Air Conditioning, including
Compressor & Lines

Heating System including
Furnace, Oil Tank & Lines

Appliances

Windows, Doors, Door Frames,
Screens, Locks

Interior Fixtures

Light Fixtures Exterior Entrance
& Deck (controlled interior switch)

Real Estate Taxes & Water/Sewer Bill

Interior Exterminating
Unless Wood Boring

Deck Repair/Maintenance/Staining/Replace
10' x 10' (extended decks)

Chimney Liner/Chimney Cap

ASSOCIATION

Maintenance Common Areas

Common Area Utilities

Repairs Common Areas

Insurance Common Areas

Exterior Painting

Landscaping

Clubhouse

Pool

Roofs

Snow Removal

Common Areas – Lighting & Repairs

Exterior Exterminating-Wood Boring Only

Deck Repair/Maintenance 5' x 10' ONLY

For detailed information on Homeowner and Association responsibilities, refer to the Highpoint Master Deed and By-Laws located on the Highpoint website: highpointstanhopenj.com

HIGHPOINT CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Visit the website at: highpointstanhopenj.com

QUESTIONS and/or to REPORT ISSUES: highpointca@optonline.net ~ 973-347-5576

ABANDONED VEHICLES

The Association has the right to remove abandoned vehicles left on Association property. Owners of such vehicles will be notified in advance of this violation and will be given a time schedule within which to have the vehicle removed or rendered serviceable and properly registered. At the end of said time schedule, if the vehicle remains, it will be towed away at the owner's expense. And resident who leaves their vehicle in a parking space for a period of seven days or more will be towed unless prior notification has been given and a waiver has been granted by the Board or Management

ACCESS TO UNITS (EMERGENCY)

As provided in the Condominium's Master Deed, the Association, through its Manager or Agents, can enter any unit to make necessary emergency repairs, which affect the health, safety, and welfare of any condominium unit(s) and/or resident(s).

ADDRESS OF UNITS

Please use your building number as part of your address. Your address should contain both your building number and your unit number (EXAMPLE: Per the Post Office Written As: 19349 = Bldg. 19 unit 349), for both safety and emergency purposes as well as for proper identification and to receive your mail properly.

ALTERATIONS (STRUCTURAL)

1. Approval required

Any structural addition, alteration, or improvement in or to the dwelling unit must be approved by the Board of Directors. This includes (but is not limited to):

- Any exterior painting or exterior alteration or addition
- Lights, awnings, window and door replacements, grills
- Television or radio antennas, satellite dishes, etc.

2. Deposit and Insurance Certificate Required

After an Architectural Variances form has been completed by the unit owner and the Board's approval is granted, the unit owner must deposit \$100.00 with the Manager ten (10) days in advance of the commencement of work to guarantee completion of the work by the date specified in accordance with the approval specifications. The contractor who is doing the work must supply a certificate of insurance naming Highpoint as the co-insured before the work commences.

3. Deck Maintenance – Altered or New Installation

Maintenance of any altered deck, approved by the Board is the responsibility of current and future unit owners.

At the time of replacement of a standard deck, a unit owner may elect to extend the deck and pay additional costs associated with the new deck extension including but not limited to railings, stairs and other materials.

4. Deck Removal for Utilities Maintenance

If the altered or added deck extends over water, sewer or oil lines in need of repair, it is the unit owner's responsibility to remove the deck to permit the repairs to be performed.

BARBECUES – GRILLS – (Propane Grills Townhomes Only)

Gas barbecues placed on decks and/or porches have been designated a fire hazard and are prohibited on any deck by State Law. Propane tanks may be placed on the ground, 5 feet from the side of the deck and walls for **Townhomes** only, but placement may not exceed 10 feet from building foundation. All units are permitted to have an electric grill. Condo Quad units are not permitted propane or charcoal grills.

BIRD FEEDERS

Bird feeders are considered a nuisance because they attract bears, rodents and insects that can damage the common elements. Therefore, the Association does not allow bird feeders to be placed anywhere on the outside of the unit(s) or common area.

CHIMNEY INSPECTION AND CLEANING ~

(Fireplaces and Wood Burning Stoves)

1. Chimneys must be inspected once every 2 years, no later than October 1st of each year and an inspection certificate/invoice submitted to the Management office.
2. Chimneys must be cleaned if so indicated by the inspection. If cleaning was necessary, a receipt for the completed cleaning should also be submitted with the inspection certificate to the Management office. All repairs must be completed by owner.

CLUBHOUSE RENTAL – NO POOL USAGE PERMITTED DURING RENTALS

1. The Highpoint Clubhouse is available for rental for personal use by Highpoint unit owners in good standing for a non-refundable fee of \$100.00 per day. No less than two (2) weeks needed prior to booked event.
2. A refundable security deposit of \$300.00 is required. The security fee will be refunded after confirmation by Management that no damages occurred during the rental period and the Clubhouse key is returned.
3. Scheduling for personal rental is done through the Management office.
4. The Clubhouse can be made available, based upon no more than ten days notice, for meetings restricted to Highpoint residents with only a \$300.00 security deposit. All people present must be residents of Highpoint.

COVENANTS COMMITTEE ~ OWNER GRIEVANCES

1. This committee is a judiciary body, which is designed to hear violation complaints against unit owners and/or tenants made by other unit owners or management. The committee is comprised of unit owners appointed by the Board and meets regularly to discuss issues concerning rules and their enforcement.
2. The policies, rules and regulations contained in this booklet are necessary because of the close proximity between unit owner and neighbor. Though we are all neighbors and do our best to get along, occasionally disputes and breaches in standard conduct expected requires that the Association engage in active enforcement of the By-Laws, Rules and Regulations.

3. A procedure has been developed which is designed to promote voluntary compliance and education of the community as to the necessity and practicality of these rules. The full text of the procedure is available upon request through the Management Office. The following is a brief description of the process:

DUE PROCESS ~ OWNER GRIEVANCES

Please be guided that no owner complaints whether against another owner/resident, Management or Board of Directors will be heard at any open board meeting. ALL GRIEVANCES MUST BE IN WRITING AND SUBMITTED TO THE MANAGEMENT OFFICE WHICH WILL APPROPRIATELY BE DISTRIBUTED TO THE BOARD OF DIRECTORS AND IF NECESSARY THE ASSOCIATION'S LEGAL COUNSEL.

1. The initial attempt to gain compliance should, under normal circumstances, be accomplished in a neighborly fashion. A unit owner who observes a violation of the rules is encouraged, but not required to approach the offending unit owner, inform him of the violation he is committing, and ask that it be corrected.
2. If this method is unsuccessful or impractical, a written complaint should be made to the Management Office. Such a complaint may take the form of a letter by an offended unit owner describing the date, time and incident resulting in the violation of the rules. The Management Office will attempt to gain compliance with the rules by writing to the unit owner, and asking for compliance.
3. If this method is unsuccessful or impractical, a written complaint will be prepared by the Management Company.
4. Either the Covenants Committee, or the Management, reserves the right to investigate allegations made prior to setting the matter down for formal hearing.
5. A copy of the complaint will be served upon the accused, at least fifteen (15) days prior to any hearing, either by personal service, registered or certified mail. This notice will be sent to the address of the unit owner listed on the books of the Association. Complaints against tenants will be addressed to the unit owner, since it is the unit owner's obligation to enforce the rules in relation to his tenants. Service by mail will be deemed effective three (3) days after posting in a regular U.S. mail depository.
6. An accused unit owner may, but need not, be represented by counsel. He may call witnesses to testify on his behalf, and, may cross-examine all witnesses testifying against him. He may ask to see any documents to be introduced against him. The notice should contain a demand that a written answer to the complaint be received.
7. At any time prior to the hearing date, the Covenants Committee or Management may file an amended or supplemental complaint. All parties must be notified in the same manner in which they were served with the original complaint.
8. Any requests for adjournment of the hearing date must be made through the Management Office. The failure of an accused unit owner to appear will cause a default to be entered, and the Committee will render its decision on the allegations in the complaint and on the facts before it.
9. A unit owner may appeal the entry of default or a finding of violation by the Committee, within thirty (30) days after receipt of notice of the Committee's decision.

10. At the hearing, any relevant evidence may be admitted and hearsay evidence may be used to supplement or explain other evidence, but it will not be sufficient in itself to support a finding. At the request of either the complainant or the respondent, or on its own motion, the Covenants Committee may conduct the hearing in private session. Each party has the right to make a statement, introduce evidence, testimony of witnesses, cross-examine opposing parties and witnesses, and rebut evidence or testimony taken.
11. Technical rules with evidence may be relaxed, but irrelevant, immaterial or repetitious evidence may be excluded. The Committee may impose reasonable limits on the time allowed to testify and the number of witnesses to be called.

DECKS ~ KEEP YOUR DECK IN COMPLIANCE! Any items stored on or under decks which are not permitted, are subject to be removed & discarded per the Confiscation Resolution without prior notice.

PERMITTED ITEMS ON DECKS: Patio Furniture/Patio Chairs/Patio Umbrellas ~ Flowers Pots/Planters/Hanging Baskets ~ American Flag (must be in good condition at all times) ~ Hummingbird Feeder ONLY (no other bird feeders permitted) ~ Electric Grills ONLY ~ Approved Storage Container (on website)

NOT PERMITTED ITEMS ON DECKS: Mops ~ brooms ~ Couches/Indoor Furniture/Chairs ~ Stereos or Stereo Speakers ~ Towels/Bathing Suits/Laundry ~ Rugs ~ String or Strands of Lights ~ Decorative Flags ~ Bicycles ~ Cages of any kind ~ Unapproved Storage Containers ~ Propane Tanks/Propane Grills/Charcoal Grills ~ Wind Chimes ~ Bird Feeders ~ Coolers ~ Dog Ties/Chains ~ Garbage Bags/Cans ~ Tarps ~ Shovels

REMINDER: All children's toys & bicycles MUST be stored INSIDE YOUR UNIT every night. If left outside items will be confiscated & discarded.

DISTURBANCES (Loud Noise or Music)

Owners who disturb their neighbors with loud noise or music are subject to fines. Inconvenienced owners should report such activities in writing to the Management office as well as file/report a complaint with the Stanhope Police Department.

FIREWOOD STORAGE

1. Storage of firewood is allowed only in the rear of the units and/or decks.
2. The firewood must be stacked neatly and cannot be placed closer than one foot from the building as it generally attracts snakes, rodents and insects that are destructive to the building.
3. Violation of this regulation can result in a fine after proper notice by the Association.

GARDENS

The gardens including all plants and shrubbery are maintained by the Association and any plantings must be approved by the Association.

Exception: It is permissible to plant annual flowering plants and spring flowering bulbs in the garden areas in the common elements surrounding Townhomes. Owners must tend to their plantings.

Owners of cluster units must submit a planting plan to the Association for approval. The plan must be approved by the residents of the four contiguous cluster units before planting may occur.

GARBAGE, RUBBISH AND REFUSE REMOVAL ~

**SEE ATTACHED GARBAGE/RECYCLING/ELECTRONICS/BULK ITEM INSTRUCTIONS
PAGE 17**

GENERATORS

NO generators are permitted to be on, used or stored anywhere onsite at any time.

INSECT CONTROL

The Association will be responsible for the extermination of carpenter ants only, bees, termites and wasps under the following conditions:

1. The infestation is identified as being located in/or on the exterior surfaces of the building, or in trees, shrubs, etc. Carpenter ants, carpenter bees or termites only will be treated on interior.
2. The structural integrity of the unit is threatened.

INSURANCE

1. The Association has obtained a blanket fire insurance policy covering 100% replacement costs of buildings and structures. A certificate of insurance can be obtained through the Management Office.
2. The policy protects the Association and the individual unit owners. The liability portion of the policy protects each unit owner, but only with respect to his liability arising out of the ownership, maintenance, or repairs of that portion of the premises which are not reserved for his exclusive use occupancy. The property portion of the policy protects the building or structure, but does not cover any property of any kind contained within the interior surfaces of the perimeter walls, floors, and ceilings of units, except for common building elements and pipes, wires, conduits, and other utilities contained within easements appurtenant to the common building elements. The policy does not cover household and personal property.
3. It is the owner's responsibility to provide insurance for personal property, furniture, clothing and other items. As a condominium owner, you may have a substantial amount of money invested in unit additions and alterations, which should be protected. Your potential for loss, due to personal liability, should also be protected.
4. There is a specific policy issued by most insurance companies, a HO-6, which provides the coverage required for a condominium owner and which advises on the coverage provided by the Association. The HO-6 also includes Unit Owners Loss Assessment Coverage in the amount of \$1,000, which can be increased for a modest charge.
5. It is strongly recommended that you contact your own insurance agent to obtain the proper protection for your own personal property and your own personal liability within your unit.
6. We encourage all unit owners with underground oil tanks to acquire accidental release insurance to provide coverage in the event of a leak or a spill of home heating oil.
7. The Association carries a \$10,000.00 insurance deductible for all claims.

KEROSENE HEATERS

Kerosene heaters are not allowed under any circumstances.

MAIL

1. Mailbox keys must be obtained from the Stanhope Post Office.
2. Mail is delivered once a day by the U.S. Postal Service, Monday through Saturday (except legal holidays) to the mailbox stations in the community.
3. The postman will pick up outgoing mail in the stations from your mailbox.
4. No keys are issued through the Management office.
5. The Post Office is located at 4 Kelly Place, Stanhope, NJ 07874. Call (973) 347-2338 for hours of operation.

MAILBOX STATION NOTICES/ADS

1. Notices or ads placed on the mailbox stations must be approved through the Management Office before posting.
2. The size of the notice or ad is limited to a 3" x 5" card.
3. The notice or ad may be posted for (7) days at which time it should be removed by the person who displayed the ad.

MAINTENANCE FEES

1. Expenses covered

Maintenance fees are collected by the Association to offset condominium expenditures, maintenance of the common elements, certain services and amenities.

2. Amount

The amount of fees is based upon the size of each unit, which equates to a percentage of ownership in the Condominium Association. Fees are generally reviewed as necessary in January of each year.

3. Frequency

Fees are payable monthly and must be received by the **1st** of every month no later than the **15th**. All payments received after the **15th** of the month will be subject to a \$15.00 additional fee.

4. Method of Payment

Payments are collected through the Management Company by utilizing a coupon book. Coupons are mailed to a bank lock box. Please make sure to indicate unit or account number so that payments may be properly credited. Also, all checks should be made payable to Highpoint Condominium Association. Please do not send correspondence to the lock box, as we can not insure that it will reach us. Mailing Address: Highpoint C.A, c/o A & R Midstate Management, LLC ~ PO Box 105007, Atlanta, GA 30348.

DO NOT drop off payments at the onsite management office. Automatic payments may be set up by completing the MAINTENANCE FEE AUTOMATIC PAYMENT document located on the website or by contacting Gary Miccio at 973-398-6609 or midstategm@optonline.net.

MEETINGS

1. Board of Directors

- Open Meeting are held the 4th Thursday of January, March, September & October, beginning at 7:30pm. The Annual Election Meeting is held the 1st Tuesday of May.
- Notice of all meeting dates and agenda are posted at each mailbox station and on the website.

- All **unit owners** are invited and are strongly urged to attend these meetings. They are also urged to participate in discussions involving the operations of the Condominium Association.
 - If any unit owner has a topic for discussion at the meeting, he/she should contact the Management Office at least 10 days prior to the meeting in order to have it included on the agenda.
2. *Special*
 - These meetings are called by the Board as required in the By-Laws and a notice is either distributed or posted at the mailbox stations or on the website.
 3. *Annual Election Meeting*
 - The Annual Meeting is held on the first Tuesday in May. The quorum requirement is 33 1/3% of the members in order for business to be conducted. (113 ballots)

MEMBERSHIP FEES

A membership fee is levied against each new purchaser of a property each time the property is sold. The fee is a non-transferable contribution to the working capital of the Association.

The membership fee is \$850.00. Payment of such fee is a condition precedent to by the buyer. Any unpaid fee shall be deemed a lien on the unit in the same manner as any unpaid common expense attributed to such unit.

OIL TANKS & FUEL OIL CAPS ~ RESPONSIBILITY OF UNIT OWNER

All oil tanks, fuel lines, furnaces located on any exterior or interior are the full responsibility of the unit owner. All owners must maintain all. It is strongly recommended to check your tank for rust and repaint when necessary to prevent leakage. Furnaces should be cleaned yearly. Fuel lines should be properly insulated to prevent freezing during winter months. ALL OWNERS SHOULD PURCHASE OIL TANK INSURANCE. Should an owner's tank develop an oil leak it will be the full responsibility of the owner for the environmental cleanup which could cost thousands of dollars. Owners are responsible to keep their oil tanks free of rust and in good condition by painting their oil tanks once every (3) years beginning JANUARY 1, 2010. Owners may request Benjamin Moore, Rust Preventative Coating, D.T.M. Alkyd Semi-Gloss Enamel Ultra Base Z244-4B – Colour – 2108-10(Ferret Brown) paint, which will be supplied by the Association with (1) weeks prior notice or they may purchase at a local supplier.

Fuel Oil Caps

During the winter month's it is the resident's responsibility to keep the fuel cap free of snow or the fuel oil company may not deliver fuel to the unit. A stake at least 3 feet tall, placed by the fuel oil cap will make it easier for the delivery person to locate the fuel oil cap.

OUTDOOR DECORATIONS AND FIXTURES

1. Yearend holiday decorations are permitted. All lights and decorations must be removed by January 15th.
2. Discarded Christmas trees should be placed curbside for collection by the Borough.
3. Any form of fastener (nails, screws, etc.) which penetrates the surface of the building is strictly prohibited.

OUTDOOR EXTERIOR WATER SPIGOT ~ Not installed @ every unit ~ Communal Use

Every Spring turn on the outside water spigot which may be inside some units. In the Fall, the water supply to the outside spigot must be turned off to prevent freezing and breaking pipes. The Association will not be responsible for frozen individual unit water lines. All exterior water spigots are for community usage! Every owner pays a flat rate water fee. Should you develop an issue whether on the exterior or the interior with the outdoor spigot contact the management office immediately to report the issue. highpointca@optonline.net or 973-347-5576.

OWNERSHIP / OCCUPANCY CHANGES ~ TENANTS

All unit owners should notify the Management Office of any change in ownership and or tenant on or before the change is effective. All unit owners are required to furnish the Management Company with a Tenant Agreement Form, copy of their current lease and include a fee of \$225.00. The fee is only charged each time a new tenant takes occupancy.

PET POLICY (CATS & DOGS)

1. The Borough of Stanhope requires that both cats and dogs be licensed. Licenses are due in January of each year and can be obtained from the Stanhope Borough Municipal Offices.
Contact the Borough at 973-347-0159 for additional information and applicable fees.

2. The Stanhope code reads:

A. Responsibility of owner, declaration of nuisance

No person owning or having the care, custody or control of any dog shall suffer or permit such dog to soil or to commit any nuisance upon any sidewalk, street or thoroughfare or in or upon any public park, playground or other public place the private property of persons other than the owner or person having the care and custody of such dog.

B. No person owning or having the care, custody or control of any dog or cat shall suffer or permit such dog or cat to:

Soil or defile or do injury or damage to any lawn, vegetable garden, shrubbery, trees, flowers, driveway, ground or any property of person other than that of the owner or person having the care, custody or control of such dog or cat.

Cause injury to any person.

Bark, cry, whine or otherwise disturb the peace or quiet of the neighborhood or the sleep of any person for any unreasonable length of time.

The habitual barking, howling, whining or crying of a dog or dogs or the howling of a cat or cats in the Borough of Stanhope is hereby declared to be a disturbing noise, within the meaning of N.J.S.A. 40:48-1, Subsection 8, and a nuisance.

C. Dogs running at large

No person owning, keeping, harboring or having the care, custody or control of any dog shall suffer or permit it to run at large.

Every dog shall be led by a chain, cord or other leash in the hands of a person capable of leading and controlling such dog. No pet is permitted to be tied/leashed/chained outside anywhere on exterior.

Highpoint Pet Rules and Regulations

Pets must be leashed and under control of owner when outside unit.

Owners cannot allow pets to urinate or defecate on the common areas. Dogs must be walked deep into the wooded areas. Owners must clean up after their pets immediately if an “accident” occurs on the common areas. Non-compliance may lead to fines.

Owners are liable for all damages, personal or otherwise, caused by their pets.

Owners cannot allow their pets to disturb neighbors (bark or howl).

Pets are not allowed to be tied outside anywhere on the common areas (i.e. porches, decks, grounds, etc.).

PROHIBITED NUISANCES

1. Objects or things that create smoke, odor, soot, or vibrations which disturb other residents are not allowed.
2. Signs, flags banners, pennants, flashing lights, wires, clothes or any other unsightly objects in the interior of the unit, which are visible from the outside are not allowed.
3. Hanging clothes, blankets, rugs, and similar items on or from decks, porches, windows or the exterior of the building is not permitted.
4. **EXCEPTIONS:** American flags are permitted to be flown or displayed.

SIGNS

Real Estate Signs (For Sale/For Rent)

Unit owners are permitted to install one real estate sign no larger than two (2) feet in height by two (2) feet in width, or a total of 576 square inches, on the inside of their unit. No signs are allowed on the outside of the unit or on any of the common areas unless permission has been obtained from the Board of Directors. Neon colors are not permitted.

Open House Signs

One sign announcing the open house may be placed in front of the unit during hours of the open house. Signs, which are not in compliance of this policy, will be removed.

SNOW REMOVAL ~ WINTER PARKING OF VEHICLES ~ SNOW REMOVAL FROM VEHICLES

Roads and Sidewalks and Stairs

Snow plowing and removal of snow from sidewalks is the responsibility of the Association and is performed by an outside contractor. This snow cleanup is to be completed within eighteen (18) hours from when the storm ceases.

Parking is prohibited along roadway areas throughout the community while snow removal is ongoing. Please park in designated parking areas only.

We encourage all able-bodied residents to please assist in shoveling sidewalks and stairs. The contractor works through the community as quickly as possible. However, your help expedites this often-overwhelming task.

SNOW REMOVAL ~ WINTER PARKING OF VEHICLES ~ SNOW REMOVAL FROM VEHICLES

******IMPORTANT:** Owners/Residents are granted 12 hours, after a snow storm ceases, to remove snow from their vehicles and relocate their vehicles to a plowed/cleared parking spot. Should a vehicle not be cleared of snow and moved to a plowed parking spot, the towing company will be contacted and your vehicle will be towed from the premises at vehicle owners cost.

VACATIONS/VEHICLES/WINTER: If you are traveling during the winter snow season and your vehicle(s) will be parked on site it is imperative to contact the management office at 973-347-5576 or highpointca@optonline.net to complete a VEHICLE VACATION DOCUMENT and submit to the Property Manager with your vehicle information to prevent your vehicle(s) from being towed.

THE ASSOCIATION and MANAGEMENT ARE NOT RESPONSIBLE FOR ANY VEHICLES TOWED AND REMOVED FROM THE SITE IF THE VEHICLE OWNER DOES NOT COMPLETE THE PROPER VEHICLE VACATION FORM AND FORWARD IT TO THE PROPERTY MANAGER FOR MANAGEMENT RECORDS.

Decks and Porches

Please clean off your deck to prevent leaks and collapsing.
Removal of snow from decks and porches is the responsibility of unit owners.

Units

If you experience leaks in your unit, contact the Management office Monday thru Friday during on site office hours to schedule an interior inspection. Water stains, drips are not considered an emergency.

* If you are going on vacation contact the Management office giving your vehicle information to prevent having your vehicle towed off site.

During the winter season please make sure heating systems in vacant or unoccupied units are serviced and checked on a regular basis to avoid shutdowns causing pipes to freeze. Thermostats should be set at a minimum of 55 degrees.

STORAGE

No items are permitted to be stored on the stairways or in the stairwells of the cluster units. Decorative items may not be stored on the landings in the stairwells of the cluster units. Storage of items is not permitted under any deck. These items will be removed and disposed of by staff.

Residents may only place outdoor equipment on the common areas adjacent to their units when in immediate use. All items brought onto common areas must be brought indoors at night. Sandboxes are strictly prohibited.

SWIMMING POOL ~

Pool Opens Weekends Only Beginning Memorial Day & Closes Day After Labor Day
Daily Hours begin approximately middle to end of June.

ALL HOA FEES MUST BE PAID IN FULL TO BE PERMITTED POOL USAGE. NO RESIDENT WHO IS DELINQUENT IN PAYMENTS ARE PERMITTED TO BE A "GUEST" OF ANOTHER PAID IN FULL RESIDENT.

1. **Requirements for Admittance:**

Recreational facilities are limited to homeowners in good standing. Admittance to the pool is denied if account is in arrears. A Highpoint pool pass is required to gain admittance to the pool area.

If you are a tenant you must receive written consent from owner to use the pool and submit to the management office for their records.

2. **Supervision Requirements**

All children 12 and under using the pool facilities must have adult (16 or over) supervision. Children under 16 cannot bring a guest unless supervised by an adult. Exception: Children 10 years old or older may go to the pool without an adult provided they have passed a swim test given by the lifeguard.

3. **Hours:**

Pool Hours will be posted seasonally on the website and mailboxes. The Pool opens WEEKENDS ONLY starting Memorial Day weekend. Generally, the 3rd week of June the pool opens daily.

4. **Guest Fees:**

Each unit will receive two guest passes. Residents are limited to six (6) guests at a time: 2 using unit guest passes and 4 paid guest passes. Prepaid coupon books of 10 passes are available at the Management Office at a cost of \$40.00.

5. **Food and Beverages:**

Food is allowed in the pool area. Soft drinks, ONLY in plastic or aluminum containers are permitted. Glass containers are prohibited.

Alcoholic beverages in the pool area are forbidden.

Storage of food and beverages in the clubhouse refrigerator is not allowed.

6. **Litter:**

All litter should be placed in the receptacles provided for this purpose.

7. **Attire:**

Proper attire is required.

Cut-off jeans or shorts may not replace swimsuits.

For sanitary reasons, infants must have rubber pants under their bathing suits. Swim diapers alone do not replace rubber pants.

8. Play Time:

Ball playing, rafts or toys in the pool will be permitted only at the discretion of the lifeguard. Bikes are not permitted in the pool area or at the rear of the clubhouse.

9. Rest Rooms ~ MUST BE TOWEL DRIED PRIOR TO ENTERING CLUBHOUSE

Facilities in the clubhouse are available to bathers, subject to the following:

Wet bathers must dry off before entering the clubhouse

Young children must be properly supervised

Entry to the clubhouse must be through the side door nearest the rest rooms

VANDALISM

1. All acts of vandalism should be reported to the Highpoint Condominium Office and the Stanhope Police.
2. Parents of any Highpoint children who are confirmed as the vandals will be held responsible for any costs incurred by the Association to repair any damage done by vandals.
3. Homeowners should come forth with any information that may help the Police and Management to identify the offenders in an effort to keep acts of vandalism at a minimum.

VEHICLES AND PARKING – BE GUIDED MOTORCYCLES ARE CONSIDERED VEHICLES

LEAVING YOUR VEHICLE PARKED ON PREMISES EXCEEDING (7) DAYS: If you are going on vacation OR traveling for business, contact the Management office giving your vehicle information to prevent having your vehicle towed off site.

1. General

All vehicles must be in proper working order and must have license plates. **No vehicular repairs or changing of oil are to be performed on the common areas.**

2. Parking & Parking Spaces

There are no reserved spaces. Parking is on a first-come, first-serve basis. The parking areas are for common use and no one has exclusive use of any area or portion thereof.

Vehicles should only be parked in the designated areas and NOT in front of dumpsters, fire hydrants, fire lanes, mailboxes and areas painted yellow. Parking in two spaces is prohibited. Stanhope police will ticket as well as the Association.

Vehicles may occupy a parking space for no longer than seven days without being moved. If a vehicle is to remain in a space for more than seven days, management must be notified.

Vehicles left in a parking space for more than seven days will be ticketed. If not moved after ticketing the vehicle will be towed at the expense of the owner.

4. VEHICLES NOT PERMITTED TO PARK ON HIGHPOINT PROPERTY AT ANY TIME as listed, but not limited to:
Any vehicle noted as below, will be ticketed and subject to towing off premises at owner expense.

Recreation vehicles	Abandoned vehicles of any type	INVALID Inspection Sticker
Dual wheel trucks	Vehicles under repair	Vehicles in disrepair
Buses	ATVs	(leaking fluid/flat tire, etc)
Boats	Trailers	
Vehicles with anything stored on a roof rack, side rack, rear rack OR affixed to the body (i.e. plows, ladders, pipes, etc.)		

Violations & Towing of Vehicle(s)

Condominium Management issues parking tickets on vehicles found to be in violation of parking regulations. If a resident fails to comply with the above, Management may have the car towed at the owner's expense.

5. Summer Parking

Vehicles should be parked far enough back from the curb to allow lawn care workers to properly mow the lawns and maintain the curbs.

6. Winter Parking

See "SNOW REMOVAL ~ WINTER PARKING OF VEHICLES ~ SNOW REMOVAL FROM VEHICLES"

WINDOWS AND DOORS

All windows and doors (including frames/flashing/caulking) are the owner's responsibility to maintain/repair or replace.

Plastic coverings are not permitted to be installed on the outside of any windows or doors, including sliding doors.

Window treatments: all windows should have appropriate window dressings installed within 10 weeks of occupancy. No makeshift window coverings (sheets, blankets) may be used after the first 10 weeks of occupancy.

Permanently affixed colored or stained-glass windows are not permitted.

WINTER PREVENTATIVE MAINTENANCE

Please remember to turn off the water supply to outside water spigots. This will prevent freezing and breaking pipes between November 1 and April 15. No unit owner should turn off heat completely.

As all cluster unit owners should be aware, the water supply and drainage lines for both upstairs and downstairs units run through the basement storage area and/or walls of either one of the units. In most cases, the storage areas have heaters or the pipes have been wrapped with heat tape to keep the lines from freezing during extremely cold weather. Please be advised that the Association will not take responsibility for assisting if there are any problems with the individual water lines, including freezing of the lines. It is very important that each unit owner take responsibility for preventing their lines from freezing by employing the following measures:

- Keep the heater and/or heat tape in the utility/storage area on the fullest degree during the winter.
- Check all areas where the water lines are accessible and install additional insulation if necessary.
- Leave your heat in your unit ON with the thermostat set at least between 62 degrees.
- During extremely cold weather, open the cabinet doors under your sink to allow heat into the area.
- If the water will not be used for several hours, leave the cold water dripping slowly.

If no one will be living in the unit for more than two days, the following precautions are recommended:

- Turn OFF electric and water supply to your water heater. This will prevent any damage should the water tank become depleted.
- If the lower unit is vacated, be sure heat is ON. This is necessary to prevent freezing pipes in the upper unit since the pipes originate in the lower unit.
- If a lower unit, please make sure that you only turn OFF the water supply for your unit only. This action will reduce any damages in the event a pipe does break. The shutoff valve for the upper unit may be in the lower unit's utility room. (Please make sure you do not shut off their water supply.)
- If no one will be living in your unit for more than 14 days, we require that you drain the pipes completely and still leave the heat ON. Pipes break as a result of oil burner malfunctions and missed oil deliveries because there may be some water in the pipes. Set heat at 62 degrees.

Please adhere to the following guidelines:

If you have any problem with the lines freezing, you must contact a plumber at your expense for assistance.

DO NOT CALL THE ASSOCIATION MANAGEMENT OFFICE OR EMERGENCY NUMBER... they have been directed to advise you that you are responsible for remediating any problem you may have with your individual line.

The Association will not be responsible for claims for damages from broken or frozen lines due to the neglect of the unit owner. Your failure to follow these guidelines may be considered negligence in the opinion of your insurance carrier also, resulting in your inability to collect for damages to your neighbor's unit.

YARD SALES

1. Yard sales may be held for one weekend only.
2. Items for sale cannot be placed outside prior to 8am on the day of the sale and must be removed by 8pm of the same day. In addition to the Stanhope Townwide Garage Sale, unit owners may not have more than two personal yard sales per year.

GARBAGE ~ RECYCLING AND REFUSE REMOVAL
HELP KEEP HIGHPOINT CLEAN

Stanhope DPW no longer accepts electronics MUST be taken to→

Stanhope DPW 973-347-6368*
Smith Street, Stanhope
SCMUA 973-579-6998**
34 S. Rt. 94, Lafayette, NJ

BULK ITEMS ~ PLACED OUT FOR PICKUP WEDNESDAY EVENING ONLY!!

- **NO E-WASTE (ELECTRONICS)** are permitted to be put curbside or in dumpsters. **OWNERS ARE RESPONSIBLE TO DISCARD AT SCMUA.** Electronics must be disposed of at the Sussex County MUA, 34 S. NJ Rt.-94, Lafayette, NJ 07848 ~ PHONE: 973-579-6998
- Place all small bulk items in the dumpsters.
- Large bulk items will be picked up every THURSDAY EARLY MORNING.
- All bulk items should be placed curbside **Wednesday evening ONLY.**
- Medium sized items for bulk pickup may be placed **INSIDE** the GATE AREA OF THE DUMPSTER ENCLOSURES ONLY! **DO NOT** put any other recycling OR garbage in the GATED AREA of the dumpster enclosures.
- Any person, who sees someone in a vehicle, or on foot, improperly disposing of any bulk items, is asked to please take the license plate number or unit number and report it to the police and the Management Office immediately.

EXAMPLES OF BULK ITEMS permitted for curbside pickup: PLACED CURBSIDE WEDNESDAY EVENING ONLY

- | | | |
|----------------|----------------------|--|
| 1. Stoves | 3. Couches/Furniture | 5. Mattresses/Box Springs |
| 2. Dishwashers | 4. Water Heaters | 6. Bathtubs |
| | | 7. Washers/Dryers
(Doors Removed State Law) |

NO REFRIGERATORS PERMITTED-Owner responsible for disposal

HOUSEHOLD RUBBISH

- All household rubbish must be tied and placed in plastic garbage bags.
- Sinks, toilets, rolled carpeting and rugs inside the dumpster.
- Please be sure to place the plastic bag inside the dumpster and not on top of the cover or on the ground next to the dumpster.
- Place your bags into the rear of the receptacle to maximize space. If the dumpster is full, dispose of your refuse in another dumpster.
- Keep dumpster covers and doors closed at all times.

PAINT CANS: Paint cans (acrylic / latex) may be disposed of in the dumpsters, ONLY after a waste paint hardener (not kitty-litter) has been mixed into the paint and left to solidify. You can find this additive at Lowe's or The Home Depot. Put all paint cans in a heavy duty garbage bag and put into the dumpster. **OIL BASED PAINTS GO TO SCMUA.**

RECYCLING ~ NEWSPAPERS/CARDBOARD/GLASS/PLASTIC/ALUMINUM CANS ~SINGLE STREAM RECYCLING ~ MAKE SURE TO BREAK DOWN CARDBOARD BOXES!!

- All recyclables can be co-mingled: glass, aluminum cans, plastic food containers, etc.
- Put recycling in the appropriate recycling receptacle.

RECYCLING NOT PERMITTED AT HIGHPOINT ~ BRING TO STANHOPE DPW or SCMUA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>HOW TO RECYCLE</u>
Motor oil	ONLY: automotive	DELIVER TO DPW*
Batteries	ONLY: car, truck, motorcycle	DELIVER TO DPW*
Antifreeze	ONLY: auto and truck	DELIVER TO DPW*
Tires	On or off rim: auto, light truck,	DELIVER TO SCMUA**
Electronics	ALL	DELIVER TO SCMUA**
Paint	OIL BASED	DELIVER TO SCMUA**



Highpoint C.A.
PETS & PET OWNERS
RULES & REGULATIONS

PET POLICY (CATS & DOGS)

3. The Borough of Stanhope requires that both cats and dogs be licensed. Licenses are due in January of each year and can be obtained from the Stanhope Borough Municipal Offices.

Contact the Borough at 973-347-0159 for additional information and applicable fees.

4. The Stanhope code reads:

D. Responsibility of owner, declaration of nuisance

No person owning or having the care, custody or control of any dog shall suffer or permit such dog to soil or to commit any nuisance upon any sidewalk, street or thoroughfare or in or upon any public park, playground or other public place the private property of persons other than the owner or person having the care and custody of such dog.

No person owning or having the care, custody or control of any dog or cat shall suffer or permit such dog or cat to:

Soil or defile or do injury or damage to any lawn, vegetable garden, shrubbery, trees, flowers, driveway, ground or any property of person other than that of the owner or person having the care, custody or control of such dog or cat.

Cause injury to any person.

Bark, cry, whine or otherwise disturb the peace or quiet of the neighborhood or the sleep of any person for any unreasonable length of time.

The habitual barking, howling, whining or crying of a dog or dogs or the howling of a cat or cats in the Borough of Stanhope is hereby declared to be a disturbing noise, within the meaning of N.J.S.A. 40:48-1, Subsection 8, and a nuisance.

No person owning, keeping, harboring or having the care, custody or control of any dog shall suffer or permit it to run at large.

Every dog shall be led by a chain, cord or other leash in the hands of a person capable of leading and controlling such dog. Pets must be leashed (at all times) and under control of owner when outside unit.

Owners cannot allow pets to urinate or defecate on the common areas. Dogs must be walked deep into the wooded areas. Owners must clean up after their pets immediately if an "accident" occurs on the common areas. Non-compliance may lead to fines.

Owners are liable for all damages, personal or otherwise, caused by their pets. Accounts will be assessed for damages.

Owners cannot allow their pets to disturb neighbors (bark or howl).

Pets are not allowed to be tied outside anywhere on the common areas (i.e. porches, decks, grounds, etc.).

NO storage of pet feces is permitted anywhere onsite, NO receptacles, NO collection of. Pet feces MUST be picked up and deposited immediately to the dumpster or in pet station receptacle.

RULES & REGULATIONS DECKS

**TO KEEP YOUR DECK(S) IN COMPLIANCE
PLEASE REVIEW THE LIST BELOW SO THAT YOU ARE AWARE OF
PERMITTED ITEMS and NOT PERMITTED ITEMS**

NOTE: Any items being stored on or under your deck which are not permitted, are subject to be removed & discarded per the Confiscation Resolution without any notice.

PERMITTED ITEMS ON DECKS

Patio Furniture/Patio Umbrella
Flowers- Pots/Planters/Hanging Baskets
American Flag
Hummingbird Feeder Only
Electric Grills Only
Approved Storage Containers

NOT PERMITTED ITEMS ON or UNDER DECKS

Mops
Brooms
Couches/Indoor Furniture
Stereos or Stereo Speakers
Towels
Bathing Suits or Clothing of Any Kind
Rugs
Decorative Flags
Cages of Any Kind
Unapproved Storage Containers
Propane Grills/Tanks/Charcoal Grills
Sand Boxes or Any Children's Toys
Bicycles
Wind Chimes
Bird Feeders
Coolers
Dog Ties
Garbage Bags
Tarps
Shovels

IMPORTANT REMINDERS

**** BICYCLES & CHILDRENS TOYS MUST be stored inside units every night. If left outside items may be confiscated and discarded.***

****GAS GRILLS are permitted for townhomes ONLY. Grills MUST be placed 5 ft. from any combustible surface. ELECTRIC GRILLS are permitted on all decks.***

NO PET PERMITTED TO URINATE OR DEFECATE ON DECKS

**DRYING OF LAUNDRY IS NOT PERMITTED ON DECKS
NO CLOTHING, TOWELS, ETC., ARE PERMITTED TO BE ANYWHERE ON DECKS.
DRYING OF LAUNDRY IS NOT PERMITTED ON DECKS – RAILS – CHAIRS – ETC.**