

# Cotswold on the Green Ocean Township, NJ

## RULES AND REGULATIONS

*Revised February 11<sup>th</sup> 2016*

## **1. PREAMBLE**

In order to protect the interests of all Owners and Occupants of Cotswold, and to ensure their comfort, safety and peace, we at Cotswold have agreed to these Rules and Regulations for the greatest benefit of all. These Rules and Regulations are in conformance with the Master Deed, the By-Laws of Cotswold Condominium Association, and the Laws of the State of New Jersey.

In accordance with the above, a Covenants Committee has been established to deal with those who are not conforming to these Rules and Regulations. The Covenants Committee is a committee of homeowners appointed annually by the president, whose only concern is to act for the common good in the enforcement of said Rules and Regulations to achieve maximum common comfort, safety and peace. The committee shall consist of a minimum of 3 homeowners and a maximum of five, of which one person shall be a member of the Board of Trustees and who shall serve as the chair.

## **2. RECITALS**

The following paragraphs are brief excerpts of pertinent sections of the Condominium By-Laws and Master Deed which deal with rules and regulations. These excerpts are provided to acquaint you with the basis for the following rules and regulations. If you wish more detail, you should consult the appropriate sections of your copy of these documents which you received at contract signing. The Articles and Section numbers are provided for your convenience.

### Authority and Enforcement

Rules and regulations concerning the use of Apartment Units and the Common Elements may be promulgated, amended and enforced by the Board of Trustees. The Board has specific authority to make and enforce compliance with such rules and regulations. Such rules shall be binding on all Unit Owners and Occupants of Units. (By-Laws, Article VI, Section 14)

### Compliance

Unit Owners are expected to strictly comply with the Bylaws, the restrictions of the Master Deed and all Rules and Regulations and subsequent amendments to them which are approved and adopted by the Board of Trustees. Unit Owners who do not comply are subject to the payment of fines as set forth in Appendix B. The Association can institute legal action to force payment of fines and recover expenses. (By-Laws, Article X, Section 1)

### Fines

Levying of fines against Unit Owners for violations of rules and regulations established by the Board to govern the conduct of the Unit Owners is permitted by the Bylaws and the Condominium Laws of the State of New Jersey. The fines shall be of a discretionary amount and the collection of the fines may be enforced against the Unit Owner (s) involved as if the fine were a common charge owed by a particular Unit Owner (By-Laws, Article IV, Section 2)

### Defaults of Fines

Defaults in payments of fines may be treated in the same manner as defaults in payments of common charges. Namely, such fines shall constitute a lien against said Unit owner in favor of the Association without the necessity of filing any such lien or notice with the office of any State, County or Municipal official. The By-Laws detail the actions the Association may take to recover such assessments. (By-Laws, Article VI, Section 6)

### Good Standing

Unit Owners who are in default of payment of dues, fines and/or special assessment fees will lose their entitlement to vote at meetings of the Unit Owners and will lose pool and clubhouse privileges. (By-Laws, Article III, Section 10)

## **3. PROCEDURES**

3.1 Violations of the Rules and Regulations shall be reported verbally or in writing to the manager or the Covenants Committee within thirty (30) days of the alleged violation(s). The manager may act on behalf of residents and or owners if he or she personally observes a violation. The manager or the Covenants Committee shall, upon receipt of said complaint, have the power to:

- Send a formal notice to cease and desist said violations
- Dismiss the complaint
- Convene a hearing

3.2 If a hearing is deemed necessary, all interested parties will be contacted in writing stating the nature of the complaint and indicating the date, time and place of such hearing. The Covenants Committee shall, at the above-mentioned hearing, take all relevant testimony and afford the resident the right to cross-examine and present evidence (and witnesses) on their own behalf. The Covenants Committee shall render a judgment within ten (10) working days after the hearing.

## **4. PENALTIES**

4.1 Depending upon the nature of a given violation, the Covenants Committee is empowered to levy penalties up to a maximum of ninety (90) days suspension of all Association privileges and/or a fine not to exceed \$ 100.00 for each violation. Fines may be assessed immediately, but will be subject to the appellate procedure outlined in the following section. Fines may be assessed on a per day basis for violations which are not immediately corrected.

4.2 Fines may be directly imposed upon Unit Owners as well as Unit Occupants. Any unpaid fine will be considered a charge against the Unit and is subject to collection in accordance with the Master Deed, and the By-Laws of the Cotswold Condominium Association.

## **5. APPELLATE PROCEDURE**

5.1 Any Owner or Occupant who is aggrieved by any decision or determination of the Covenants Committee may file an appeal with the Board of Trustees.

5.2 In order to affect such an appeal, the monetary fine levied, if any, must be paid in cash, or check, and a written notice of appeal, sent by certified mail to the Board of Trustees, Cotswold Condominium Association, must be accomplished within ten (10) calendar days of the rendering of the judgment by the Covenants Committee.

5.3 The Board of Trustees shall, with a minimum of 14 days written notice to all interested parties, convene for an Appellate Hearing, and shall conduct the matter as a trial de novo. At said hearing, the Board will take all relevant testimony and allow the resident all rights to cross examination and the presentation of evidence and witnesses. The Board shall have the right and power to reverse, affirm or modify any decision of the Covenants Committee.

## **6. GENERAL COMMUNITY REGULATIONS**

6.1 No Owner or Occupant may direct, supervise or attempt to assert control over any employee or representative of the Association, or attempt to enlist their assistance on any private business.

6.2 All restrictions, limitations and obligations of Owners and Occupants provided in the Master Deed and the By-Laws are incorporated into these Rules and Regulations by reference.

6.3 In addition to these Rules and Regulations, the Board reminds all Owners and Occupants of ordinances adopted by the Township of Ocean governing pets, nuisances, destruction of property, and discharge of firearms. Violations of these ordinances shall be regarded as violations of the Cotswold Rules and Regulations.

6.4 Requests or complaints regarding maintenance shall be made to the Association's manager

6.5 Repeated infractions of these Rules and Regulations may result in repeated assessment of fines. Repeated infractions shall be interpreted as failure of Owner or Occupant to correct any infraction or to obey the rules upon duly served notice.

6.6 Owners and Occupants of Cotswold Condominium Units are responsible to have knowledge of, and to abide by, the Master Deed, the By-Laws, and these Rules and Regulations of the Association.

6.7 Owners who rent their Units are strictly responsible for their tenants' adherence to all of the above. Failure of the tenant to adhere to any of the above rules and regulations may result in termination of the lease by the Association.

6.8 Owners and Occupants who have resident and/or visiting children are held strictly responsible for the actions and behavior of their children in regard to all rules and regulations stated herein. Guests of owners and Occupants, and non-adult guests of resident children are likewise the responsibility of the resident Owners and Occupants.

6.9 Guests under the age of twelve (12) must be under the supervision of the Owner or Occupant they are visiting or the responsible adult guest.

6.10 Household employees of Owners or Occupants are subject to all Rules and Regulations and, Owners and Occupants shall be held responsible for violations incurred by any such employee.

6.11 Fines and penalties shall be imposed by the Covenants Committee which has been duly empowered by the Board of Trustees to enforce the Rules and Regulations. Failure of the Covenants Committee to assess a fine or penalty in any particular instance shall not in any way constitute a limitation of the Covenants Committee to impose fines or penalties in other instances.

## **7. COMMON ELEMENT REGULATIONS**

7.1 Common Elements shall not be obstructed, littered, defaced, or misused. Littering shall include material thrown from vehicles and garbage which litters the Common Elements as a result of garbage containers which are not in conformance with the regulations on Garbage and Trash Disposal

7.2 Entering or attempting to access roofs, equipment rooms, or power rooms is prohibited except by authorized personnel.

7.3 No Owner or Occupant may make any adjustment to any of the equipment located on the Common Elements

3

without first obtaining written authorization from the Association. This includes exterior lighting fixtures.

7.4 No Owner or Occupant may plant any bush, shrub, tree, or any other plant on any of the Common Element grounds without written approval from the Board of Trustees.

7.5 There shall be no storage of Owners' or Occupants' belongings on any part of the Common Elements. This is deemed to include but not be limited to, baby carriages, playpens, toys, lawn furniture and bicycles. Such personal property must be stored within the Unit storage closets, basements or garages.

7.6 Any and all use of the recreational facilities or the Common Elements will be in such a manner as to respect the rights of other Owners and Occupants. Use of the recreational facilities will be controlled by regulations issued from time to time by the Association.

7.7 All official notices of the Cotswold Condominium Association shall be noted as such. No Owner or Occupant shall make or permit to be made any written, typed, or printed notices of any kind or type whatsoever, or post the same on the bulletin boards, mail, or otherwise circulate to other members, which purports or represents to be an official act or notice of the Association.

7.8 Lawn furniture belonging to the Association must be left in the pool area.

7.9 No vehicles, including motorcycles, bicycles, wagons or any other conveyances shall be allowed on the grass.

## **8. MAINTENANCE FEES**

8.1 Maintenance fees and assessments are due to the Association on the first of each month for that month. A grace period of ten (10) days is allowed.

8.2 Payments not received in the time period allowed will be treated as follows:

- A payment ten (10) days past due will carry a fine of \$25, or such other amount as set by the Board of Trustees from time to time.
- A payment, forty-five (45) days past due, will be liened against the Owner's Unit. All collection and legal fees are also the responsibility of the Unit Owner.
- If the outstanding fee has not been paid in full within thirty (30) days of the lien, the Board of Trustees may pursue foreclosure or other legal remedies.

## **9. RESIDENT UNITS**

9.1 Owners and Occupants shall not use their Resident Units, or permit their use, in such a manner as would be disturbing to other Owners and Occupants, or in any way as to be injurious to the reputation of the property.

9.2 Each Resident Unit shall be used only for the purpose of a single family private residence. There shall be no more than two (2) permanent residents for each bedroom located within a unit.

9.3 Each Unit Owner or Occupant shall maintain their Unit in a clean and sanitary manner and shall not sweep or throw any substance from the doors, windows or balconies.

9.4 No Owners or Occupants may make or permit any disturbing noises in their Unit(s) or the Common Elements, whether made by themselves, their family, friends, guests or household employees, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, property or conveniences of other Owners or Occupants.

9.5 No Owners or Occupants may use any of the Common Elements in such a way as to be deliberately annoying.

to other Unit Owners or Occupants.

9.6 Patios and balconies shall not be used for general storage space and must be kept neat at all times. All items must be stored in basements, garage or storage shed.

9.7 No alterations of any kind shall be made to the Common Elements or Unit exteriors without the prior written permission of the Association. The Association will give due regard to effects upon aesthetics, insurance, building codes and other regulations. Any alterations made without written permission of the Association shall be removed at the Owner's expense. This includes, but not is limited to hanging flower baskets, adding a flag pole, or any other object that will cause damage to, alter or deface the vinyl siding.

9.8 No alterations may be made within any Unit which could possibly affect the building structure without prior written permission from the Association. Any alterations made without written permission of the Association shall be removed at the Owner's expense.

9.9 In no event is a garage to be converted from its intended use or form.

9.10 No laundry, clothing or other material shall be displayed on the balconies or patios of any Unit, or hung within the Unit in such a manner as to be visible from the outside.

9.11 No industry, business, trade occupation, or profession of any kind whether commercial, religious, educational or otherwise shall be permitted on any part of the Common Elements or in any Units, whether designed for profit, altruism, exploration or otherwise.

9.12 No signs, window displays or advertising will be permitted on any part of the Common Elements or displayed from within the Unit so as to be visible from the outside; this includes, but is not limited to, "FOR SALE", "FOR RENT" and "GARAGE SALE" signs. However, open house signs may be displayed for a period not to exceed two (2) days in any two (2) week period.

9.13 No screen doors or balcony or patio screening may be added to Units without prior written approval of the Association. Any alterations made without written permission of the Association shall be removed at the Owner's expense.

9.14 No flammable, explosive, or dangerous chemicals or fluid materials, except those intended for normal household use, may be kept in any Unit.

9.15 Nothing shall be hung or displayed on the outside of the windows or sliding glass doors or placed on the outside walls of the buildings and no sign, awning, canopy, gutter, radio or television antennae shall be affixed to or placed upon the exterior walls or roofs, except with the specific written permission of the Association. This rule does not apply to temporary holiday decorations. Any alterations made without written permission of the Association shall be removed at the Owner's expense.

9.16 Residents are not permitted to plant vegetable gardens in the limited common areas adjacent to their units. This includes any fruit or vegetable. Planters on the patio and decks are permitted for this purpose.

## **10. LEASING REGULATIONS**

10.1 No Owner may lease less than their entire Unit, including their garage.

10.2 No Owner may lease their Unit for a period less than one (1) year.

10.3 A unit owner may lease his unit only pursuant to a written lease, a copy of which shall be supplied to the Association prior to occupancy by the tenant. Leases may not be assigned and no units may be subleased.

5

Written leases shall be in the form acceptable to the Board of Trustees and shall provide (and if a lease does not so provide, shall be deemed to provide) that the Association shall have the right to evict the tenant on behalf of the unit owner in the event of violation of State Law or the condominium documents or the rules and regulations of the Association. The unit owner shall be responsible for all attorney's fees and costs incurred by the Association as a result of a violation of the condominium documents and/or the rules and regulations by the tenant, irrespective of whether suit is instituted and the Association may levy a special assessment therefor. The unit owner shall promptly supply the Association with any further information pertaining to the tenant and/or the tenancy that the Association reasonably requires, either by way of its rules and regulations or otherwise. Any purported lease of a unit in violation of this section shall be voidable at the election of the Board of Trustees, and if the Board of Trustees shall .so elect, the unit owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing) in the name of said unit owner as the proposed landlord. Said unit owner shall reimburse the Association for all expenses (including reasonable attorney's fees and disbursements) incurred in connection with such proceedings, and the Association may levy a special assessment therefor.

10.4 No Owner may lease a Unit without Association approval of the potential lessee. Owners who are contemplating a lease must submit a completed application, with the required fee to the association in sufficient time for the Association to complete the required character and fitness check of the potential lessee. Application forms are available from the Association manager.

10.5 Lessor will ensure that all leases require compliance with all provisions of the Master Deed, By- Laws and these Rules and Regulations and that these Rules and Regulations are attached to and become part of the leasehold obligations. Tenants who are not in compliance will constitute a default in the lease.

10.6 Owners who have leased their Unit or Units are prohibited from using the Common Elements of Cotswold property, except as a bonafide guest of a Resident. The lessee assumes the right to the use of the Common Elements when the lease is executed.

10.7 It is the Unit owner's responsibility to provide and review the Rules and Regulations of Cotswold on the Green with tenant. If the tenant violates any of these rules, fines to be paid by unit owner.

## **11. RESALE OF UNITS**

11.1 The Owner of a Unit which is sold shall, within 10 days as required by state law, notify the Association of the name(s) and home address(es) of the purchaser.

11.2 New owners shall agree in writing to comply with, and be bound by, the terms of the Master Deed, the By-Laws and these Rules and Regulations.

## **12. VEHICLE REGULATIONS**

12.1 All vehicles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designations are indicated by the white separating lines which mark out the legal parking slots in the center parking areas of each cluster. Additional parking shall be permitted on the outer perimeter of Cotswold circle, facing with the traffic flow and in conformance with state and local law. Vehicles parked in any other area of the Common Elements will be in violation of these regulations.

12.2 Any towing charges or fees resulting from the valid removal of a vehicle or property by the Association are the obligations of the owner of such vehicle or property.

12.3 The following ordinances of the Township of Ocean are mandatory within the Cotswold property:

- In order to protect public safety, certain areas in the complex have been designated as "Fire Zones", according to Township of Ocean ordinance 1050-1070. These zones are identified by painted roadways, yellow curbs and as indicated by "No Parking Fire Zone" signs.
- No person shall at any time park a vehicle in, or in any other manner obstruct a fire zone.
- Violators of this ordinance are subject to a fine or imprisonment or both, as per Township Ordinance.
- Any vehicles parked in fire zones will be subject to removal by towing.

12.4 The following vehicles are also subject to fines and towing by the Association:

- Any vehicle parked in a fire zone.
- Any vehicle parked in a parking space reserved for a particular Unit without that Unit Owner or Occupants permission.
- Any vehicle parked in a parking space reserved for visitors which does not conform to the definition of a visitor vehicle as defined in section 13.6 below.

12.5 Due to the limited number of parking spaces available, all owners or Occupants possessing two or more vehicles which are brought periodically on to Cotswold property must utilize their garage as a parking space for one of the vehicles. Only one vehicle per Unit is permitted to use the parking lot.

12.6 In keeping with the residential nature of Cotswold, all vehicles parked on Cotswold property shall be of a type normally used by an individual or family primarily for personal transportation. This includes automobiles, small passenger vans, light pickup trucks, sport/utility vehicles, and motorcycles. Prohibited vehicles include, but are not limited to, campers, motor homes, commercial trucks, taxis, limousines, trailers, boats, and any vehicle which will not fit in a Unit's garage.

12.7 Any vehicle found on Cotswold property, which is of type or condition not in conformance with these regulations, or parked in a manner not in conformance with these regulations is subject to being removed from Cotswold property at the owner's expense, in addition to other fines or penalties.

12.8 Vehicles which are parked in a manner which utilize more than one designated parking space are in violation of these regulations.

12.9 All vehicles parked on Cotswold property must be in running order and have a current registration, inspection sticker, and license plate.

12.10 All resident vehicles must be registered with the Association. Vehicles must be registered within ten (10) working days from the date brought on Cotswold property.

12.11 Visitor parking spaces are for visitors only. Visitor vehicles shall be defined as vehicles that are on Cotswold property less than three out of any seven consecutive days and do not belong to Owner/occupant families. Owners and Occupants with any additional vehicles that are to be parked on Cotswold property longer may not park in spaces designated for visitors. Vehicles used by an Owner or Occupant but registered to a third party shall be required to conform to the resident regulations. Visitor's vehicles must conform to all other rules and regulations stated herein.

12.12 The speed limits for all vehicles within the Cotswold property are as follows:

- Cotswold Circle, (the main roadway circling the Cotswold Property): 20 M. P. H.
- All other roadways, including cluster access roadways, cluster parking areas and recreational areas: 10 M. P. H.

- 12.13 Caution at all times when driving within the Cotswold property is required. In particular, skidding of wheels on starts, stops (except in emergency), or turns is prohibited.
- 12.14 No vehicle in a state of disrepair may be stored or repaired on Common Elements.
- 12.15 Vehicles parked on Cotswold property are not permitted to leak oil, transmission fluid, gas, or any other substance damaging to the road or parking lot pavement. Unit Owners or Occupants who park any vehicles which cause such damage will be responsible for the cost to repair the damage to the pavement in addition to being subject to a fine.
- 12.16 Excessive idling and racing of engines is prohibited on Cotswold property.
- 12.17 Use of automobile horns on the Cotswold property is specifically restricted to emergency situations.
- 12.18 When entering clusters for parking purposes or when leaving, car radios, especially during summer and spring, shall be adjusted so as to cause no disturbance to other Owners or Occupants.

### **13. GARBAGE AND TRASH DISPOSAL REGULATIONS**

- 13.1 No garbage in bags shall be left in any of the Common Elements, including adjacent to garages, at any time.
- 13.2 No bulk garbage shall be left out for more than two days within the scheduled pick up time. Any large items left in common areas will result in \$100 fine which will be billed to unit owner.
- 13.3 Each Unit Owner or Occupant shall deposit garbage only on the day of the garbage pickups, or on the night preceding the day of garbage pick-up after 6:00 P.M. Garbage shall only be placed immediately adjacent to the Unit Owner's or Occupant's garage. Garbage cans shall be removed from the Common Elements by 8PM on pick-up day, and in no event be left out overnight.
- 13.4 Each Owner or Occupant shall ensure that only completely closed plastic or metal garbage containers are used. Over filled containers which cannot be completely closed with a lid are strictly prohibited.
- 13.5 Each Unit Owner or Occupant shall deposit recycling containers only on the day of recycling pick-up, or on the night preceding the day of recycling pick-up after 6:00 P.M. Recycling material shall only be placed at the two ends of the cluster parking islands and shall conform to the recycling requirements of the Township of Ocean. Recycling containers, together with any material, which the Township of Ocean, for whatever reason, may have failed to pick up, shall be removed from the Common Elements as soon as possible following pick-up, and in no event be left out overnight.
- 13.6 Drink containers, empty bottle and cans or any other refuse shall not be allowed to litter the Common Elements, Owners and Occupants as well as their guests shall not drop such material or discard such material from vehicles.

### **14. PET REGULATIONS**

- 14.1 No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or on any common areas or limited common areas, except that dog or cats, not to exceed two (2) pets per unit, may be kept in units, subject to the rules and regulations to be adopted by the Board of Trustees, provided that they are not kept, bred or maintained for any commercial purposes and provided further that any such pet causing or creating a nuisance or unnecessary disturbance or noise may be caused to be removed from the premises by the Board of Trustees, or local authorities. Notwithstanding this provision, no pet enclosures or pet runs shall be erected, placed or

permitted to remain on any portion of the common areas or limited common areas.

14.2 Owners of pets must comply with all applicable ordinances of the County of Monmouth and the Township of Ocean, including license, registration, and health requirements.

14.3 Any Owner harboring any pet shall indemnify and hold harmless the Association and/or its agents against any loss or liability of any kind arising out of having an animal on Cotswold property.

14.4 Pets are to be confined within the Unit of their Owner and under their control when outside said Unit. Limited common areas are not considered within the unit. All pets must be accompanied by their owners at all times. Control shall be defined as on a leash no more than ten (10) feet, or carried. Control is to be exercised by the Owner to assure defecation does not occur in any portion of the Common Elements except those areas specifically marked and reserved for such activity. These areas are designated as pet relief areas on the map in Appendix A and are generally described as the perimeter of the property

14.5 All owners must clean up after their pet in any common area, except those areas specifically marked and reserved for such activity. In the event that a pet defecates in a non-designated area, the owner is responsible for immediate clean-up and any resulting damage.

14.6 No animals of any kind are permitted in the recreational areas comprising the pool areas, the Clubhouse and the tennis courts. Tennis courts are not to be used as a "dog park"

14.7 A pet which becomes a nuisance will be cause for fines and penalties, as well as cause for the Association to require removal of the offending animal, if the nuisance continues. A nuisance shall include, but not be limited to, excessive barking, violations of the rules regarding leashes and designated pet relief areas, destruction of Cotswold property, or otherwise interfering with the peaceful possession or proper use of the Units or Common Elements by the residents.

14.8 Any pet found to be not properly supervised or loose on the Cotswold property, whether registered or not, will be turned over to County or Township animal control officials.

## **15. POOL REGULATIONS**

15.1 The Lifeguard has the authority to enforce these rules and regulations and shall be obeyed at all times.

15.2 No glass bottles or glass containers are allowed in or around the pool.

15.3 No running or horseplay is allowed in the pool area.

15.4 No pets are permitted in the pool area.

15.5 Children under twelve (12) years of age must be accompanied by, and remain under, the supervision of an adult.

15.6 Unit Owners and Tenants are responsible for the behavior of their children and guests.

15.7 Residents and their invited guests are required to wear pool badges issued by the Association for this purpose. Additional identification may be requested of any person using the pool, by the Lifeguard, the manager, or any Unit Owner. Failure to produce identification may be regarded as a trespass.

15.8 Proper swimming attire must be worn by any person in the pool. Cut-offs are not allowed.

- 15.9 Guests are at the invitation of the Unit Residents only. Parents of Resident children are the only persons authorized to invite guests.
- 15.10 Swimmers must shower to remove tanning oils and lotions before entering the pool and must wear bathing caps if their hair contains any artificial devices such as hairpins.
- 15.11 No portable radios or other loud noise producing instruments shall be allowed in the pool area. Individual headset type devices are permitted if inaudible to neighboring Residents.
- 15.12 No bicycles or other vehicles are allowed in the pool area at any time.
- 15.13 All beverages must be in non-breakable containers.
- 15.14 No furniture is to be removed from the pool area.
- 15.15 No rafts, toys or other such articles are permitted in the pool except at such times as set aside by or approved by the lifeguard.
- 15.16 Children not yet toilet trained must wear protective outer garments while in the pool to prevent soiling of the water.
- 15.17 Food may be permitted in the pool area at the lifeguard's discretion.

## **16. CLUBHOUSE REGULATIONS**

- 16.1 The Clubhouse is available for the use of Unit Residents and their guests.
- 16.2 The Clubhouse must be reserved for use by a Resident in advance. Reservations will be on a first- come first-served basis. Both the Clubhouse Fee (\$50) and the Clubhouse Deposit (\$100) must be paid prior to its use.
- 16.3 A violation of any regulation is cause for withholding of a Resident's deposit.
- 16.4 The Clubhouse must be clean and damage free at the conclusion of a Resident's use. The Resident will be charged for any damage in excess of the deposit.
- 16.5 The Clubhouse may not be reserved on a regular basis. It may not be reserved further than twelve
- 16.6 (12) Months in advance. The Clubhouse must be reserved separately for each use and each use requires a separate fee and deposit. Any reservation is not considered made until the fees have been deposited with the Association's representative.
- 16.7 The Clubhouse may not be reserved in the summer months during hours when the pool is open, since such use would conflict with normal operation of the pool. At all other times during the summer months when the pool is filled and uncovered, the Resident reserving the Clubhouse must provide a lifeguard or security personnel to prevent anyone from entering the pool area. Under no circumstances shall anyone attending a Clubhouse function be permitted in the pool. The lifeguard or security personnel provided must be approved in advance by the Association manager.
- 16.8 The Resident reserving the Clubhouse must be present at all times during the function for which it was reserved.
- 16.9 Clubhouse functions must be orderly. Sound and noise from equipment and guests shall be deemed a

nuisance if they disturb other Residents. The Association may deny access to the Clubhouse to individuals or groups against which prior complaints have been lodged.

16.10 Clubhouse functions must be over by such time as not to conflict with regular Clubhouse operations. A Clubhouse function being over is defined as the Clubhouse being cleaned, vacated and locked. Loitering in the parking area during and after functions is prohibited. All Clubhouse functions must comply with the Township of Ocean noise ordinances.

16.11 Guests at Clubhouse functions must park in areas directly adjacent to the facility. Parking may not extend to Resident parking areas. Vehicles unable to park in the designated areas should be parked along the outer perimeter of Cotswold Circle.

16.12 The Clubhouse may be used for functions by minors; however, at least one adult per 10 minors must be present at all times during the function. The attending adult MUST be a parent of the hosting minor. Minors in this instance are defined as those being under eighteen (18) years of age.

## **17. TENNIS REGULATIONS**

17.1 The courts may be used only by Residents and their guests. If only guests are playing on the court, the guests may be asked to provide immediate written or oral approval from the host Resident, to a resident who may doubt their validity to play on the court. If approval cannot be provided, the Guests players must leave the courts immediately.

17.2 The courts shall only be used for playing tennis. No other activities are allowed. No footwear is allowed that may damage or mark the courts.

17.3 Use of the courts is divided into 1 and 1/2 hour intervals starting at 9:00 A.M., 10:30 A.M., 12:00 A.M, 1:30 P.M., 3:00 PM, 4:30 P.M., 6:00 PM and 8:30 P.M. Players' use of the courts is on a first come first served basis. However, a court must be relinquished at the end of any 1 and 1/2 hour interval if, at that time, another player has been waiting for five (5) minutes or longer to use the court. A player may be forced to relinquish the court only at the designated intervals stated above.

17.4 Players cannot be waiting for one court while playing on another.

17.5 No player can play two (2) consecutive intervals, when other players are waiting, unless it is with three (3) new players who have waited five (5) minutes or longer for a court.

17.6 The last player to leave the courts is required to lock the gate.