

# REGAL POINT HOMEOWNERS ASSOCIATION



# HOMEOWNERS GUIDE



## Welcome to Regal Point

Your Homeowners Association Board of Directors has prepared this material to provide you with information regarding just about everything you need to know about living in the Regal Point community. It is very important for you to familiarize yourself with all of this information.

You will find the following included in this guide:

### **SECTION I: Community Contact Information**

This section describes the structure of the Association's Board and Committees along with contact details. You will also find important data regarding contact with our Management Company and our Insurance Provider.

### **SECTION II: Rules to Live By**

Here you will find details regarding all of the various rules that govern living at Regal Point along with a description of the rules enforcement procedures.

### **SECTION III: Waste Disposal Guidelines:**

Each resident is responsible for separating their household waste as described and placing it in the appropriately marked dumpsters. There is a descriptive diagram of the Regal Point dumpsters to use as a handy guide when you are unsure of how to dispose of something. Please also refer to the Township Rules: [southbrunswicknj.gov/images/departments/DPW/2019\\_Multi\\_Family\\_Brochure.pdf](http://southbrunswicknj.gov/images/departments/DPW/2019_Multi_Family_Brochure.pdf)

For more information on Township garbage and recycling guidelines, please visit [southbrunswicknj.gov](http://southbrunswicknj.gov)

### **SECTION IV: Parking Guidelines & Snow Removal Procedure:**

This section includes a list of the Parking Rules and a Parking Map for easy reference. Important Snow Removal Procedures are also in this section.

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### **Community Website:**

You can also find these documents on our community website: [www.regalpoint.net](http://www.regalpoint.net)

### **Keep Us Informed:**

To keep costs in line and speed up communication, the best way for the Association to distribute information, bulletins and updates is via email. It is therefore important that we are advised if you change your email address or phone number by contacting us at [board@regalpoint.net](mailto:board@regalpoint.net) Don't let our mail go to your spam folder - be sure to allow incoming emails from any regalpoint.net address to reach your inbox.

# **SECTION I**

**Community Contact Information**

**Direct Debit Application**

**H06 Insurance Bulletin**



## Regal Point Community Contact Information

For the current roster for the Board of Directors and the various committees, please visit the Regal Point website [regalpoint.net](http://regalpoint.net).

### **Board of Directors**

Most community related questions and issues should be directed to the Board of Directors at [board@regalpoint.net](mailto:board@regalpoint.net)

### **Covenants Committee**

Questions regarding common area issues (including plans for a satellite dish installation) should be directed to the Covenants Committee at [covenants@regalpoint.net](mailto:covenants@regalpoint.net)

### **Social Committee**

If you have a question related to Community events, please contact the Social Committee at [socialcommittee@regalpoint.net](mailto:socialcommittee@regalpoint.net)

### **Building Captains**

For community emergency communications such as a heavy snow storm, etc., we have a network of Building Captains who may contact you with important information.

### **Volunteers Always Welcome**

All of the people listed above do these jobs in order to serve their community on a volunteer basis. Volunteering your time and energy for the good of your community is a worthwhile endeavor that provides a sense of self-worth and accomplishment. Please consider helping out. To do so, just email the Board at [board@regalpoint.net](mailto:board@regalpoint.net).

### **Financial Communications**

Regal Point Homeowners Association operates as a "self-managed" community. This means that your Board of Directors handles all matters regarding the running of the Association including most financial matters. **Associa Mid-Atlantic** is used for billing and receiving our monthly dues and other assessments, effectively maintaining our "checkbook" and providing financial updates and reports to the Board. In order to keep our costs reasonable, we do not pay for the full scope of services that Associa Mid-Atlantic can provide to their association customers.

Because of this arrangement, it is important that you do not contact Associa Mid-Atlantic with questions regarding areas that are not their concern, but instead always contact the Board of Directors by email at [board@regalpoint.net](mailto:board@regalpoint.net). For example, if you have a question about landscaping or maintenance issues, these would never be areas for Associa Mid-Atlantic to handle.



This list of exceptions also includes any questions you may have about your monthly maintenance dues/assessment billing – always direct those questions to the Board especially questions about any charges or late fees. If you call Associa Mid-Atlantic, it just wastes time and energy as they will just simply listen and take down the information and then have to send an email to the Board to handle it anyway!

One of the reasons you should contact Associa Mid-Atlantic would be to start or stop an automatic deduction set-up with them. Auto deduction from a checking account is a convenient and free method of being sure your monthly maintenance payment is always on time. You won't have to buy a stamp or worry that your payment may not be on time...just be sure there are sufficient funds in your checking account on the 3<sup>rd</sup> day of every month to cover the current billing. To apply for automatic deduction, use the form that follows this section.

Our Association can save some administrative fees and printing costs if enough unit-owners sign up for e-statements for their monthly maintenance billing reminders. We're certain we can all agree there is value in eliminating the use of extra paper.

By using the link below, you can sign up for e-statements in a few seconds. All you need is your Associa Mid-Atlantic account number (from your monthly statement) and your unit number. Instead of receiving your statement via US Mail, you will receive an email with an attachment that will include your invoice and any bulletins from the Association. Getting E-Statements has no impact on whatever method you currently use to pay your monthly fees. That would remain unchanged. We urge everyone to sign up as soon as possible. Here's the link:

<https://mamc.opt-e-mail.com>

### **Insurance Information**

Our insurance agent broker is Brown & Brown. Through them, the Association carries insurance that covers basically the exteriors of the buildings and certain interior built-in items such as kitchen cabinets, etc. In case of a covered loss, the Association's coverage will bring your home back to "builder's grade". It is critically important that every homeowner carry their own Condominium Owners Insurance Policy, otherwise known as an HO6 policy to cover any improvements or betterments to your home in addition to your personal property.

All homeowners should review the following bulletin provided by Brown & Brown and check with your personal insurance agent to be sure you are adequately covered.

Please note that there is currently a \$2500 deductible on the Association's policy. We have been told that only certain Insurance companies will cover you for the primary insurance deductible - it is important that you check with your agent to be aware of whether you have such protection.

As indicated on the bulletin, if you need any information that your personal agent cannot provide, you may contact Brown & Brown.

In the event you are refinancing your mortgage and your lender needs a certificate of insurance, go to the Brown & Brown website [bbrown.com](http://bbrown.com), click "Contact Us" and select "Certificates of Insurance. You can also send an email – see next page.

**Brown & Brown Contact Info:** Phone: (800) 634-8237 Website: [www.bbrown.com](http://www.bbrown.com)



# Requesting a Condo Certificate?

There are two options:

1. Email: [condo.insurance@bbrown.com](mailto:condo.insurance@bbrown.com)

Include the following information:

Full name of borrower

Association Name

Complete Unit address

MORTGAGEE CLAUSE – (Lender name and special address)

Loan number

Where to send completed certificate

*or*

2. Visit [BBrown.com](http://BBrown.com), click **Contact Us**, select **Certificates of Insurance Request** to complete the form.

Include the following information:

Full name of borrower

Association Name

Complete Unit address

MORTGAGEE CLAUSE – (Lender name and special address)

Loan number

Where to send completed certificate



## HO 6 – Condominium Owners Policy

**Definition:** HO-6 provides coverage for the homeowner for building and personal property. However, the dwelling coverage is less extensive due to the Association purchasing insurance to cover the building.

### **Policy Highlights:**

**Coverage A: Dwelling Coverage:** While the Association maintains building coverage for the Association termed “single entity”, the homeowner’s policy needs to include dwelling coverage and incorporate any additions and alterations, improvements and betterment’s made by the unit owner or previous unit owner. In the event of a covered loss the Association’s policy and homeowner’s policy merge to make the homeowner whole.

**Coverage B: Other Structures:** Covers other structures on the residence premises, set apart from the dwelling by clear space (e.g. tool shed, detached garage). This also includes structures connected to the dwelling by only a fence, utility fence or similar connection.

**Coverage C: Personal Property:** Coverage is defined as and should include such items as the couch, jewelry, clothes, dishes, etc. (All those things you would take with you when you move).\*

**Coverage D: Loss of Use:** If a covered loss makes the unit uninhabitable, the policy covers the living expense that results.

**Coverage E: Liability:** Protects the insured should a claim be made or suit be brought for damages because of bodily injury or property damages caused by an occurrence for personal liability within the home. The policy will provide defense and pay damages up to the limit of liability for which the insured is legally liable.

**Coverage F: Medical Payments To Others:** Will pay the necessary medical expenses incurred or medically ascertained within 3 years from the date of the accident causing the bodily injury within the home.

**Loss Assessments** is defined as a charge by the Association to each homeowner collectively for their share when such an assessment is made necessary by a loss to the Association.

### **Important Points:**

Homeowners to verify with their agent coverage for water damage, sewer backup, sump pump failure and specific Association deductibles.

\* *In many policies Coverage C will combine personal property and additions/alterations (improvements/betterments) as one limit. Therefore, this coverage limit must represent the full value of your improvements as well as your personal property.*

**For More Information Contact:**  
Community Association  
Division  
Brown & Brown Insurance  
800-634-8237  
Or  
Gina Carpenter  
Account Manager  
Brown & Brown Insurance  
or  
Your Management Company  
Representative



# REQUEST FOR AUTOMATIC PAYMENT OF ASSESSMENTS

Thank you for your interest in Electronic Funds Transfer. Please fill out the following information to complete this request.

## HOMEOWNER AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

I authorize the branch and the financial institution listed below to debit my bank account automatically for each association assessment billing period. **Note: Information below is required. If not provided, there will be delays in processing your direct debit request.**

Management Company Name: Associa Mid-Atlantic

Homeowner Name: \_\_\_\_\_

Homeowner Account Number: \_\_\_\_\_

Association Name: \_\_\_\_\_

Address And Unit #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Direct Debit Start/Stop Date (MM/YYYY): \_\_\_\_\_ / \_\_\_\_\_

Homeowner Bank Name: \_\_\_\_\_

Homeowner Bank Routing Number: \_\_\_\_\_

Homeowner Bank Account Number: \_\_\_\_\_

- CHECKING ACCOUNT** – Include a voided check from the account you would like to debit
- SAVINGS ACCOUNT** – Include letter from bank that includes your full account number and routing number. **Statements will not be accepted.**

*Only checks for US Banks will be accepted. Deposit slips cannot be used in place of a voided check.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*In order for funds to be pulled in time for next month’s assessment, this form must be received no later than the 20th of the prior month. The automatic payment process will begin with your next assessment period once we have received your completed form and either your voided check or letter from bank that includes your full account number and routing number.*

**Return by email: Scan and send this form and a voided check to: [csscdirectdebit@associa.us](mailto:csscdirectdebit@associa.us)**

**Return by mail:**

Complete and send this form and a voided check to the following address:

 **OR** 

**Associa**  
1225 Alma Rd., Suite 100  
Richardson, Texas 75081





## **SECTION II**

**Rules Overview**

**Minimizing Risk - Mandatory Inspections**

**Master Deed Restrictions**

**Rules & Regulations**

**Administrative Resolutions**

**Satellite Dish Installation Approval Form**

**Rules Enforcement Policy**

**Alternative Dispute Resolution Procedure**



## **Regal Point Rules to Live By**

Living in a condominium means that there are rules that need to be followed. There are restrictions to the use of the common areas and other rules and regulations concerning the health and welfare of our residents and their surroundings. As members of the Association, all homeowners and anyone renting or residing in any of the units are required to abide by all of the rules, regulations, restrictions and amendments detailed on the following pages.

By adherence to these various regulations, a certain standard of conformity and community appeal can be maintained for the overall benefit for all who have invested in Regal Point. As of the Fall of 2014, there is a fining policy in place in order to ensure compliance.

On this page, you will find a brief description of the various documents that follow. All homeowners should familiarize themselves with these documents and keep in mind that no changes to any common or limited common areas, including the installation of satellite dishes, may be made without written approval from the Board of Directors.

### **Minimizing Risk - Mandatory Inspections**

As of October 2014, there is a mandatory inspection program regarding dryer vent systems and chimneys. This section also contains important advice about other safety issues in your home.

### **Master Deed Restrictions**

Article 11 of the Master Deed lists the various restrictions to that deed governing the use of all property elements. This document was created in the late 1980's when Regal Point was first incorporated. Over time, experience and the progress of technology required the creation of other Rules and Regulations.

### **Rules and Regulations**

As per the Bylaws and Master Deed, the Rules and Regulations were adopted by the Board of Directors to further amplify and interpret the Master Deed Restrictions. These Rules and Regulations are supplemental to the Master Deed Restrictions and do not supersede any part of the Association's governing documents.

### **Administrative Resolutions**

Administrative Resolutions are created when an area of concern is not covered sufficiently by the original governing documents, including areas made necessary by the progress of time and technology. These Resolutions have been recorded with the Middlesex County Clerk's Office.

### **Satellite Dish Installations**

Administrative Resolution #6 details the proper procedure for the installation of a Satellite Dish. The first step in that procedure is to contact the Covenants Committee with your installation plan (following the published instructions) for approval by the Board. The required approval form is provided here and is also accessible on the Regal Point website.

### **Fining Policy**

As of the Fall of 2014, The Board of Directors found it necessary to institute a fining policy in order to ensure compliance of the above rules. The enforcement of the rules is the responsibility of the Covenants Committee as an agent of the Board. That committee regularly reviews the buildings and surrounding areas for compliance and will issue notice of violation to homeowners as needed and report same to the Board for possible further action.

## Minimizing Risk - Mandatory Inspections

It is the responsibility of each of us to properly maintain the many appliances in our homes that can create the risk of damage due to fire, water leaks and carbon monoxide poisoning. Recently adopted Administrative Resolution #10 requires all homeowners to have regular inspections of their unit's dryer vent systems and chimneys, as follows:

To protect all buildings against fire hazards, and in anticipation of pending insurance carrier requirements, homeowners are required to have the following described work performed in their units before June 30 of the relative year:

**(a) An inspection plus any necessary maintenance of the clothes dryer vent system every year beginning in fiscal year 2015 (July 1, 2014 - June 30, 2015).**

**(b) An inspection plus any necessary maintenance of the chimneys every other year with the first inspection beginning in fiscal year 2015 (July 1, 2014 - June 30, 2015).**

**The homeowner may choose any properly qualified and insured vendor for the required work.**

**The homeowner must provide written proof evidencing that the required work has been performed by June 30th of the relative year. Written proof would be documentation from a properly qualified and insured vendor showing vendor name, address, and phone number indicating the date of service, location of the services rendered and description of the work performed.**

**Proof may be delivered via email to [board@regalpoint.net](mailto:board@regalpoint.net) or mailed to the Board at 87 Regal Drive or hand delivered to an active board member.**

**The homeowner is responsible for all costs involved for the required work.**

**Failure to comply will result in a fine as permitted and outlined in Article 12 of the Master Deed and Article 12, Section 12.2 of the Bylaws of the Association.**

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Additionally, for everyone's protection, the Board urges all homeowners to regularly inspect and maintain the following items:

**Washer Hoses:** These should be replaced every 5 years unless you purchase heavy duty hoses with longer warranties.

**Water Heaters:** Inspect regularly for telltale signs of rust or leaks - the only way to fix a bad water heater is to replace it.

**Smoke Detectors:** Our homes were built with "hard-wired" smoke detectors. Smoke detectors are only rated for 10 years and should be replaced after that. Regularly test your detectors. If your detectors use back-up batteries, these should be replaced every 1-2 years.

**Carbon Monoxide Detector:** Carbon Monoxide is invisible, odorless and deadly. CO detectors were not standard equipment when our homes were built - everyone should be sure to install at least one in the sleeping areas of the home.

For more detailed information about the risks and maintenance of these items, visit the MINIMIZING RISK section under the RULES tab at [regalpoint.net](http://regalpoint.net).



## **Regal Point Homeowners Association Master Deed Restrictions**

Revised 07/2002

**ARTICLE 11. RESTRICTIONS.** The development is subject to all covenants, restrictions and easements of record and to the following restrictions:

**Section 11.1** No Unit, except those Units owned by the Developer and used as sales offices, administration offices or models, shall be used for any purpose other than as a private residence.

**Section 11.2** There shall be no obstruction of the Common Elements and Facilities nor shall anything be stored in or upon the Common Elements and Facilities without the prior written consent of the Board.

**Section 11.3** No bird, reptile, or animal of any kind shall be raised, bred, boarded or kept in any Unit or anywhere else upon the Development except that a maximum of three pets, but no more than two dogs are permitted, provided they are not boarded, kept, bred or maintained for any commercial purpose, are housed within the Unit and abide by all applicable Rules and Regulations. No outside dog pens, runs or, yards or stakes shall be permitted.

**Section 11.4** No vehicle of a size larger than a panel truck and no mobile home, recreational vehicle (other than a pickup truck with or without a cap), boat, boat trailer, inoperable vehicle, or a vehicle with either expired license tags or inspection sticker shall be parked on any part of the Development, except that those vehicles temporarily on the Development for the purpose of servicing the Development itself or one of the Units shall be permitted without written consent of the Board.

**Section 11.5** No portion of the Common Elements and Facilities or other portion of the Development thereof shall be used or maintained for the dumping of rubbish or debris except in the dumpster disposal enclosures as provided in the Development. Trash, garbage and other waste shall be dumped in such containers on the Development for weekly or more frequent collections.

**Section 11.6** No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted, nor shall floodlights be installed, with the exception of a patio security light, in any exterior area of any Unit without the prior written permission of the Board.

**Section 11.7** The Owner of each Unit shall not cause or permit any clothes, sheets, blankets, or laundry of any kind or other articles to be hung so they can be seen from any outside area. No awnings, grills, balcony enclosures, fence, canopies, shutters, or radio or television antenna, aerial or satellite dish shall be erected or installed in or upon the Development without the prior consent of the Board. Owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building or any parking areas.



**Section 11.8** Each Owner is responsible to promptly report to the Board any defect or need for repairs, the responsibility for which is that of the Association.

**Section 11.9** In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current up-to-date roster of Owners, each Owner shall give the Board of Directors timely notice of Owner's intent to list the Unit for sale, and upon closing of title shall immediately notify the Board of the names and home addresses of the purchasers. Each Owner shall also notify the Board of the names of all tenants in a Unit.

**Section 11.10** No Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Common Elements and Facilities without the prior written consent of the Board unless permitted by the Rules and Regulations.

**Section 11.11** Each Owner shall be responsible for the maintenance, repair and replacement of all windows of Owners Unit, of the front door and any doors leading onto any terrace, balcony or patio adjacent to the Owner's Unit.

**Section 11.12** No Owner or Occupant shall burn, chop or cut anything in the Development, except as may be customary in the use of Owner's fireplace, if any.

**Section 11.13** To the extent that equipment, facilities and fixtures which any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements and Facilities, then the use thereof by the individual Owners shall be subject to this Master Deed, the Bylaws and the Rules and Regulations of the Association.

**Section 11.14** Nothing shall be done or kept in any Unit or in or upon the Common Elements and Facilities which will increase the rates of insurance of any Building or the contents thereof beyond the rates applicable for Units, without the prior written consent of the Board. To the extent that the use or occupancy of a Unit or the Common Elements (whether permitted or without permission of the Association) increases any insurance premium payable by the Association, the Association shall have the right to charge the amount of such increase to the Owner of the Unit to which the increase is attributable. No Owner shall permit anything to be done or kept in his/her Unit or in or upon the Common Elements and Facilities which will result in the cancellation of insurance on any Building or the contents thereof, or which will be violation of any law.

**Section 11.15** No noxious or offensive activities shall be carried on, in or upon the Common Elements and Facilities or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Development.

**Section 11.16** No immoral, improper, offensive or unlawful use shall be made of any Unit; and all laws, zoning ordinances and regulations of all governmental bodies having or claiming jurisdiction thereover shall be observed.

**Section 11.17** Nothing shall be done to any Unit or on or in the Common Elements and Facilities which will impair the structural integrity of any Building or which will structurally



change any Building. No Owner (other than Developer) may make any structural additions, alterations or improvements in or to his/her Unit or in or to the Common Elements and Facilities, without the prior written approval of the Board, or impair any easement without the prior written consent of the Board. The Board or the Covenants Committee, as appropriate shall have the obligation to answer any written request received by it from the Owner for approval of a proposed structural addition, alteration or improvement to his/her Unit with forty-five (45) days after the receipt of such request, and failure to do so within the stipulated time shall constitute a denial of the proposal. Any written request from an Owner must be sent certified mail, return receipt requested. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be reviewed by the Board or Covenants Committee, as appropriate, and, if approved, shall be executed by the Board or Covenants Committee and may then be submitted by the Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor, or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Owners shall furnish the Board or Covenants Committee, as appropriate, with a copy of any such permit he has procured. The provisions of this section shall not apply to Units owned by the Developer until such Units have been initially sold and conveyed by the Developer.

**Section 11.18** No signs (including but not limited to real estate "For Sale", "Sold" or "For Rent" signs) shall be erected or installed in or upon the Development, any Units or the Common Elements and displayed for public view with exception of "Open House" signs which can be displayed only on weekends.

**Section 11.19** The Common Elements and Facilities shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

**Section 11.20 Leasing of Units:**

**11.20.1** No Unit shall be leased by the Owners thereof (except a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or by any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for period less than six (6) months; or (ii) any rental if 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," provided, however, that any Owner may rent a Unit for a period of less than six (6) months to a contract purchaser thereof. No Owner may lease less than an entire Unit.

**11.20.2** Other than the foregoing obligations, and except as may be provided otherwise in Article 32, the Owners shall have the right to lease same provided that said lease is in writing, filed with the Board of Directors, and made subject to all of the provisions of the Master Deed, the Bylaws of the Association and other documents referred to herein, and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease.

**11.20.3** In the event a tenant of the Unit fails to comply with the provisions of this Master Deed, the Bylaws or Rules and Regulations then, in addition to all other



remedies which it may have, the Association shall notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an 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. In the event 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 Owner and at the Owner's sole cost and expense, including all legal fees incurred. Said cost and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purpose described in this Section 11.20. This grant of a power of attorney is coupled with an interest in the Unit and is not affected by the death or disability of the Owner.

**Section 11.21** 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 in the Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Development as a whole, then each Owner shall pay to the Association upon notification his/her proportionate share thereof in accordance with his proportionate undivided percentage interest in the Common Elements and Facilities.

**Section 11.22** Each Owner shall cause to be installed and pay for his own telephone, cable television, and other utilities, which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed or which serve the Common Elements and Facilities shall be treated as part of the Common Expenses.

**Section 11.23** No clothes poles or lines shall be installed or maintained so that they can be seen in any exterior area of the Unit or patio, but a collapsible clothes tree is permitted within the Unit, provided it be removed when not in use.

**Section 11.24** No business, trade or profession shall be conducted in any Unit.

**Section 11.25** Certain Units within the development have been designated Low Income and Moderate Income (the "Affordable Housing Units") housing, otherwise known as Mt. Laurel or Affordable Housing. Each Unit so designated shall be sold, leased or otherwise transferred by the developer and all subsequent sales, leases or transfers shall be subject to and in accordance with Article 32 hereof, the Law of the State of New Jersey known as Fair Housing Act, N.J.S.A. 52:27D-301 et seq., and the Revised General Ordinance of the Township of South Brunswick, 1975, Chapter XVI, Land Use together with all amendments thereof and the rules and regulations promulgated by the Affordable Housing Council of the State and the Municipality.

**Section 11.26** No structure shall be built in the fire access area to the rear of the building.

## **Regal Point Homeowners Association Rules and Regulations** Revised 12/2022

The following Rules & Regulations are supplemental to the Master Deed Restrictions and do not supersede any part of the Association's governing documents. All homeowners and residents are required to abide by these Rules & Regulations as well as the Association Bylaws, Master Deed Restrictions and all Administrative Resolutions.

### **Section 1: PETS**

**R1.1:** Pet owners must abide by the South Brunswick Leash Law. No dogs will be permitted to run free in the common area at any time.

**R1.2:** No pets are allowed to be chained up in the common area. Dog stakes are not permitted in common area.

**R1.3:** Pet owners are required to clean up after their animals and be considerate of your neighbors' gardens and lawns.

### **Section 2: PARKING**

**R2.1:** There are two assigned parking spaces per unit (see Parking Map). Visitor parking is on a limited basis and is for the use and convenience of all residents.

**R2.2:** Parking is forbidden and in front of all dumpster pads and on the bulk item dumpster pad.

**R2.3:** Parking is forbidden at all times in areas designated "No Parking"; this includes service contractor vehicles.

**R2.4:** Perpendicular double-parking (parking @ 90° angle behind your designated spots) is forbidden.

**R2.5:** Abandoned, unregistered or inoperable vehicles are forbidden anywhere on property at any time.

**R2.6:** Vehicles may not be left unmoved in a visitor spot for more than 7 consecutive days.

**R2.7:** Parking is forbidden during snowstorms in certain areas; see "Parking Rules" and "Snow Removal Procedure"

**R2.8:** Unit Owners are responsible for informing their visitors and contractors to follow these rules.

### **Section 3: ROAD RULES**

**R3.1:** The speed limit on Regal Drive is 15 miles per hour. Drive slowly and remember there are many young children in the complex. Parents should teach their children to be cautious of oncoming cars.

**R3.2:** Observe the Stop Signs and painted stop bars by the Gazebo area and Development entrance.

**R3.3:** Observe the NJ Helmet Law which requires children under the age of 17 to wear a helmet when bicycling, skateboarding or roller-skating.





#### **Section 4: HOUSEHOLD WASTE & RECYCLING**

R4.1: Household Garbage is to be placed in the two dumpsters on the right. Recyclables are to be placed in the two dumpsters on the left.

R4.2: Residents must follow town recycling guidelines which are based upon Single Stream Recycling. Specific items that may be recycled in these dumpsters and specific exceptions are detailed in the Township guidelines and the Regal Point "Trash Overview".

R4.3: Dumpster lids must be kept closed.

R4.4: There is a designated area for bulk items that do not fit in the regular dumpsters.

R4.5: There are specific recycling and pick-up exceptions - see Township guidelines.

R4.6: For appliance pick-up, call the Township for an appointment at 732-329-4000 extension 7260.

#### **Section 5: GARDEN & LAWN**

R5.1: Planting Beds: Each homeowner is responsible to maintain (water and weed) the planting beds adjacent to their units - front, side and rear.

R5.2: Planting bed limitations: Only mulch, wood bark, brown shale, river rocks, other natural stones, flowers, and shrubs are permitted to be planted in the planting beds. No borders higher than ten inches are permitted. No garden statues or structures higher than 24 inches are permitted.

R5.3: Any major changes to any planting beds or any common area gardens must first be approved by the Board.

R5.4: Rear Planting Beds: A Homeowner is allowed to create a planting bed within a 3' limit in the common area behind his unit's privacy fencing. Responsibility for the maintenance of these beds in the same manner as front or side beds is that of the current homeowner, regardless if the bed was created by a previous homeowner.

R5.5: Lawn Watering: It is the responsibility of each homeowner to water front, back, and, if applicable, side lawns surrounding their units. Watering of the common area trees at the front and sides of the buildings is the shared responsibility of all homeowners.

#### **Section 6: PORCH & PATIO**

R6.1: Front porches must be kept free of clutter.

R6.2: Bicycles, toys, sports equipment, clothing, gardening tools, garbage, or recyclables shall not be kept overnight on front porches.

R6.3: Rear patio areas should be kept free of garbage and be maintained in an orderly fashion. Any plantings in the rear patio areas must be properly weeded and maintained.

R6.4: In compliance with the South Brunswick Fire Code, all barbecue grills may not be kept under the overhangs and be at least five feet away from the dwelling.

R6.5: Hot tubs must be covered when not in use.

R6.6: Firewood Storage: As per Administrative Resolution #4: Storage of logs, kindling or any wooden material intended as fuel for a fireplace within the interior of a Regal Point Unit including the basement is prohibited. During the time period commencing on May 1 and continuing through September 30, the above materials may not be stored anywhere on the premises of Regal Point. During the time period commencing on October 1 and continuing through April 30, a homeowner may only store adjacent to a unit an amount of the above material which can be expected to be utilized within a two week time period. This two week supply of material may be stored on the front porch or any area which is visible from Regal Drive. All other material must be stored within the confines of the unit's backyard.

R6.7: All holiday and other celebratory outdoor lights and decorations must be removed within 2 weeks of the end of the specific holiday or celebration.

### **Section 7: COMMON AREAS**

R7.1: Wading pools should be emptied when not in use and should never be left unattended.

R7.2: toys, sports equipment, hoses, gardening tools, etc. shall not be kept overnight in the common area.

R7.3: Fireworks are prohibited at all times in the development.

### **Section 8: SATELLITE DISHES**

All Satellite Dish Installations must be approved in advance by the Board utilizing the Satellite Dish Installation Approval Form and must follow the instructions in Administrative Resolution #6.

### **Section 9: MISCELLANEOUS**

R9.1: No clothes shall be hung so that they can be seen within the development.

R9.2: No sales (commonly known as yard or garage sales) are permitted to be held in any location at any time within the development, except as part of an association sanctioned community sale.

R9.3: If a homeowner chooses to replace windows or skylights, the replacements must be the same style as the previous ones (casements get replaced with casements, sliders get replaced with sliders) and appear the same from the outside. All exterior frames and trim must be white. Grids cannot be added to the windows. Double-hung windows are not permitted. Replacement patio doors must appear similar from the outside and be all white; but you may add grids or change to a hinged door if desired. Any plan substantially different from the current layout must be presented to the Covenants Committee for approval before you contract with any vendor. The replacement products may be framed with any suitable materials offered by manufacturers.

**Administrative Resolution # 1**  
**Assessment Collection Procedure**  
**December 1, 1990 - Revised July 26, 1999, November 30, 2007, August 11, 2014**

WHEREAS, Article V of the New Jersey Condominium Act gives the board of directors the duty and power to establish and collect assessments; and

WHEREAS, Article V of the same Act provides that all charges and interest charged become a lien from the time they are assessed and;

WHEREAS, Article 7 of the Master Deed further provides that the board of directors establishes an annual assessment, payable in installments, that late fees may be assessed, and that each unit owner, by acceptance of the deed, is obligated to pay assessments; and

WHEREAS, the same Article 7 outlines the means available to the board of directors to collect assessments which remain unpaid; the board of directors establishes the following by-law as of 12/1/90:

- 1) The annual assessment for common expenses shall be divided into twelve equal monthly installments called condominium fees, rounded to the nearest dollar.
- 2) Each monthly condominium fee is to be received by the first day of the appropriate month.
- 3) If an account has an outstanding, unpaid balance greater than \$10.00, it shall be termed delinquent.
- 4) Delinquent accounts will be charged a late fee of \$10.00 per month for each month an outstanding balance remains. Any delinquent account with an outstanding balance which is more than 60 days in arrears will be charged an additional \$25 late fee on a monthly basis until the account is brought current.
- 5) Action will be taken against a delinquent account until one of the following occurs:
  - a) Full payment is received.
  - b) The board of directors recognizes a temporary extenuating circumstance.
  - c) The amount owed is properly disputed and the resulting correction removes the debt.
- 6) In accordance with the by-laws of the Association, the board of directors retains the right to accelerate the remaining monthly installments due within the fiscal year for delinquent accounts. Therefore, the delinquent Unit Owner would owe not only prior fees and charges but all future fees for the current fiscal year.
- 7) Notice of the delinquent situation may be sent to the delinquent Unit Owner's first mortgage holder, if known.

- 8) The delinquent account is subject to being referred to the board of directors' legal counsel for necessary legal action.
- 9) In addition to delinquent assessments, accelerated assessments, and other charges already imposed, the delinquent Unit Owner will be assessed all legal expenses incurred by the board of directors and its legal counsel in collection of the delinquent account.
- 10) Until the delinquent account is paid in full, including all related costs, the Unit Owner is no longer in good standing within the Association. Therefore, the delinquent owner, family, friends, or tenants may lose some or all of these privileges if a suspension is imposed:
  - a) Association – related voting privileges
  - b) Right to reserved parking
  - c) Right to serve on any Committee established by the board of directors
- 11) Legal action may result in any of the following steps as is required to collect the amounts due:
  - a) Enforcing the lien which prohibits resale or remortgaging of the unit.
  - b) Sheriff's sale of personal property.
  - c) Foreclosure and sale of the unit in a manner similar to a mortgage foreclosure.
- 12) The board of directors may exercise any and all of its rights as permitted by law.

Approved, by unanimous board of directors vote at its October 1990 regularly scheduled meeting. Revised by the board of directors July of 1999, November of 2007, and August of 2014.

**Annual Audit  
Administrative Resolution # 2  
December 10, 1991**

BE IT RESOLVED that the Bylaws of the Regal Point Condominium Association, Inc. are amended as follows in accordance with Section 14.1.1 of the Bylaws.

Section 15.1 is amended to read: Section 15.1 ANNUAL AUDIT/COMPILATION The Association shall have an annual audit or an annual compilation of Association funds prepared by an independent certified public accountant, copies of which shall be delivered to each unit owner within 90 days of the expiration of the fiscal year of the Association. The audit or compilation shall cover the operation budget and reserve accounts.

Approved, by unanimous board of directors vote at its December 1991 regularly scheduled meeting.



**Administrative Resolution # 3  
Alterations to Common Grounds  
September 15, 1992**

This resolution to the bylaws was passed by the board of directors of the Regal Point Homeowners Association on September 15, 1992 to establish laws governing the common grounds effective upon that date. This resolution acts as an amendment to Article 6, Section 8, Subsection 5 of the association's bylaws to further clarify the Board's duties without placing any additional limitations or restriction upon it.

1. Any use of common areas must be presented in writing for approval to the Covenants Committee prior to the proposed usage.
2. Usage includes, but is not limited to, alterations of the common green areas. Common green areas are any areas outside the enclosures or beyond the adjoining front and side beds of the unit.
3. The same procedure should be followed regarding any changes and/or alterations to the exteriors of the buildings.
4. The Covenants Committee will present the proposal to the Board of Directors for consideration and approval by the majority vote of the Board.
5. Any deviations from the above described procedures could result in subsequent non-approval by the Board and enforced restoration to previous condition.

Approved, by unanimous board of directors vote at its September 1992 regularly scheduled meeting.

**Administrative Resolution # 4  
Firewood Storage  
July 17, 1994**

In order to safeguard the buildings of Regal Point from insect infestation and the potential of a fire which could result in structural damage, the Regal Point Homeowners Association Board of Directors has enacted the following Bylaw on July 17, 1994.

1. Storage of logs, kindling or any wooden material intended as fuel for a fireplace within the interior of a Regal Point Unit including the basement is prohibited.
2. During the time period commencing on May 1 and continuing through September 30, the above materials may not be stored anywhere on the premises of Regal Point.
3. During the time period commencing on October 1 and continuing through April 30, a homeowner may only store adjacent to a unit an amount of the above material which can be expected to be utilized within a two week time period. This two week supply of material may be stored on the front porch or any area which is visible from Regal Drive. All other material must be stored within the confines of the unit's backyard.

Approved, by unanimous board of directors vote at its July 1994 regularly scheduled meeting.

**Insurance Requirements  
Administrative Resolution # 5  
July 27, 1999**

In order to reduce the Regal Point Homeowners Association's exposure to additional insurance liabilities and the potential for lawsuits, the Board of Directors of the Association has amended Section 11 of the By-Laws to include:

Any resident, owner or any other person who contracts or assigns a construction, installation, maintenance or repair job within the confines of the development must ensure that the party performing the work is fully insured. The party performing the work is required to have in force liability and workers compensation insurances, in addition to any other applicable insurance to cover all eventualities that may reasonably arise from , or during, the completion of the assigned tasks. The responsibility for ensuring compliance with the Association regulation in this matter rests solely with the unit owner, project assignor, and/or resident.

Approved, by unanimous board of directors vote at its July 1999 regularly scheduled meeting.

**Administrative Resolution # 6  
Exterior Modifications - Satellite Dish and Home Networking Installations  
October 9, 1999 - Revised August 11, 2014**

Satellite dishes, of no greater than 32" in diameter, may be installed as follows:

1. In the rear patio area of the unit without being attached to the building or the privacy fencing and positioned wholly below the fence line.
2. The preferred method of installation is on the rear of the building, on the chimney areas of the central units. Dishes for end units must be installed on the chimney of the closest central unit. Dishes should not be visible from the front of the building. Cables should not be installed on the vertical surfaces of the buildings, whenever possible.
3. No fasteners of any sort may be installed directly into the roof.
4. Any existing equipment or hardware must be currently in service or completely removed. Any necessary remediation to the building is to be performed by a contractor designated by the Association and the cost thereof is the responsibility of the homeowner.

Installations of satellite dishes or any home networking cables are subject to the procedures as detailed in Administrative Resolution #3 - Alterations to Commons Grounds, requiring a request to be made to the Covenants Committee for review and approval.

A Request Form specifically for installation of Satellite Dishes has been developed to be used in these circumstances and is available from the Covenants Committee.

Approved by majority vote of a quorum at General Association Meeting October 9, 1999. Approved, by unanimous board of directors vote at its August, 2014 regularly scheduled meeting.

**Administrative Resolution # 7**  
**Change of Fiscal Year**  
**August 11, 2014**

BE IT RESOLVED that the Bylaws of the Regal Point Condominium Association, Inc. are amended as follows in accordance with Section 14.1.1 of the Bylaws. Article 13 is amended to read:

The fiscal year of the Association will begin on the first day of July and end on the last day of June of every year, or such other days as may be established by resolution of the Board.

Approved, by unanimous board of directors vote at its August 2014 regularly scheduled meeting.

**Administrative Resolution # 8**  
**Infestations**  
**August 11, 2014**

This resolution acts as an amendment to Article 6, Section 8, Subsection 5 of the Association's Bylaws to further clarify the Board's duties without placing any additional limitations or restrictions upon it.

The homeowner is responsible for removing, treating or otherwise resolving any infestation or invasion by animals, birds or insects, regardless of its source, internal or external to his unit including any appurtenant common and limited common areas. Additionally, it is the responsibility of the homeowner to advise the Association of any gaps or openings in the structure, such that may be the responsibility of the Association.

Approved, by unanimous board of directors vote at its August 2014 regularly scheduled meeting.

**Administrative Resolution # 9**  
**Rear Patio Modifications**  
**August 11, 2014**

This resolution acts as an amendment to Article 6, Section 8, Subsection 5 of the Association's Bylaws to further clarify the Board's duties without placing any additional limitations or restrictions upon it.

A Homeowner is permitted to make certain modifications to the limited common patio area within the rear privacy fencing appurtenant to his unit provided such modification is in keeping with the spirit of the language in the governing documents of the Association regarding common element modifications.

Once modified the responsibility of maintaining and repairing such modified patio, including the original concrete slab if present, is that of the homeowner regardless of whether the current or any previous homeowner performed the modification.

A modified patio is defined as one where any sort of building material (including but not limited to concrete, wood, composite, brick, stone or tile) has been installed or otherwise affixed to, over or adjacent to the original concrete slab, or where the original concrete slab has been removed.

Approved, by unanimous board of directors vote at its August 2014 regularly scheduled meeting.

**Administrative Resolution # 10  
Chimney & Dryer Vent Maintenance  
October 10, 2014**

BE IT RESOLVED that the Bylaws of the Regal Point Condominium Association, Inc. are amended as follows in accordance with Section 14.1.1 of the Bylaws.

To protect all buildings against fire hazards, and in anticipation of pending insurance carrier requirements, homeowners are required to have the following described work performed in their units before June 30 of the relative year:

(a) An inspection plus any necessary maintenance of the clothes dryer vent system every year beginning in fiscal year 2015 (July 1, 2014 - June 30, 2015).

(b) An inspection plus any necessary maintenance of the chimneys every other year with the first inspection beginning in fiscal year 2015 (July 1, 2014 - June 30, 2015).

The homeowner may choose any properly qualified and insured vendor for the required work.

The homeowner must provide written proof (as defined by the Board) evidencing that the required work has been performed by June 30th of the relative year.

The homeowner is responsible for all costs involved for the required work.

Failure to comply will result in a fine as permitted and outlined in Article 12 of the Master Deed and Article 12, Section 12.2 of the Bylaws of the Association.

Unanimously approved via electronic vote by the board of directors on October 10, 2014.

**Administrative Resolution #11  
Distribution of Information  
April 28, 2015**

BE IT RESOLVED THAT in accordance with Section 14.1.1 of the Bylaws of the Regal Point Condominium Association, Section 3.16 of the Bylaws is amended as follows:

"Notice" shall mean and refer to: (a) written notice delivered personally or mailed or emailed to the last known address of the intended recipient or (b) notice through a community publication or website.

In order to facilitate communications, all Homeowners are required to provide the Board with a current, valid email address and phone number.

Unanimously approved via electronic vote by the board of directors on April 28, 2015.



**Administrative Resolution #12  
Maintenance & Replacement of Windows/Doors/Skylights  
April 28, 2015**

WHEREAS, unit-owners are responsible for the maintenance and replacement of windows, doors and skylights of their units as per Section 11.11 of the Association's Master Deed; and

WHEREAS, the Association wishes to maintain architectural consistency throughout the Community;

NOW, THEREFORE, BE IT RESOLVED THAT the following standards shall be adopted:

Maintenance and replacement of windows, doors and skylights, which are the responsibility of the unit-owner, include all appurtenant materials such as flashing or trim.

Windows, doors and skylights may only be replaced with the same type and style as the existing versions and must appear substantially the same as existing versions when viewed from the outside. All visible exterior frames and trim must be white. The addition of grids to any casement or slider windows is prohibited. Storm doors must be white and have a minimum 3/4 view.

Replacement patio doors must appear the same from the outside as the existing versions and all visible exterior frames and trims must be white. Any unit-owner who desires to change the style or type of patio door from the existing version must present a plan to the Covenants Committee as per the language governing common area alterations in Administrative Resolution #3.

Replacement windows, doors and skylights may be constructed of wood, vinyl or composite materials.

Unanimously approved via electronic vote by the board of directors on April 28, 2015.

**Administrative Resolution #13  
Insurance Deductibles  
April 28, 2015**

WHEREAS, the Association carries a master insurance policy against hazard damage to the common elements; and

WHEREAS, the aforementioned Association master insurance policy carries a deductible for each claim; and

WHEREAS, the Board of Directors has reviewed how such insurance claims can be treated equitably and determined to issue a written policy concerning such claims.

NOW, THEREFORE BE IT RESOLVED THAT if damage is sustained to a portion of the condominium common elements for which the Association is responsible to maintain, replace or repair as set forth in the governing documents, then the Association will be responsible for payment of any insurance deductible which is incurred.

BE IT FURTHER RESOLVED THAT if damage is sustained to a portion of the condominium elements for which a unit owner is responsible to maintain, replace or repair as set forth in the governing documents, then the unit owner will be responsible for payment of any insurance deductible which is incurred.

BE IT FURTHER RESOLVED THAT in the event that damage is sustained to the common elements and, at the same time, to a unit, then the Board shall apportion responsibility according to the dollar amounts of the respective insured losses.

Notwithstanding the forgoing, any expense which is incurred in an effort to maintain, replace or repair any portion of the condominium which is damaged by the negligence or carelessness of any unit owner or the occupants, tenants, employees or agents of the unit owner, shall be the sole responsibility of that unit owner. The determination as to negligence or carelessness will be in the sole discretion of the Board of Directors which shall charge the responsible unit owner in that event.

Unanimously approved by electronic vote by the Board of Directors on April 28, 2015.

**Covenants Committee**  
**Satellite Dish Installation Approval**

Date Issued: \_\_\_\_\_

***Any satellite dish installation requires a plan to be submitted to the Covenants Committee ([covenants@regalpoint.net](mailto:covenants@regalpoint.net)) for approval prior to installation.***

In addition, this letter must be completed and signed by a board member, and all installation guidelines must be followed. Failure to do so can constitute an immediate removal and reinstallation of the satellite equipment with any necessary repairs to common areas at the homeowner's expense.

This letter gives permission to \_\_\_\_\_,  
the owner of Unit # \_\_\_\_\_, to install a satellite dish as per the following guidelines:

**Satellite dishes, of no greater than 32" diameter, may be installed as follows:**

1. In the rear patio area of the unit without being attached to the building or the privacy fencing and positioned wholly below the fence line.
2. The preferred installation method is on the rear of the building, on the chimney areas of the central units. Dishes for end units must be installed on the chimney of the closest central unit. Dishes should not be visible from the front of the building.
3. No fasteners of any sort may be installed directly into the roof.
4. Cables should not be installed on the vertical surfaces of the buildings, whenever possible.
5. All switch boxes, splitters or other connections must be located in the interior of the building.
6. Each unit is limited to only one (1) roof area dish installation.
7. Any existing equipment or hardware must be currently in service or completely removed. Any necessary remediation to the building is to be performed by a contractor designated by the Association and the cost thereof is the responsibility of the homeowner.

**The Covenants Committee reserves the right to inspect and approve all exterior modifications as well as have the authority to interpret these guidelines.**

Issued By: \_\_\_\_\_ Print: \_\_\_\_\_

Title: \_\_\_\_\_  
**Regal Point Homeowners Association**

## ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

The New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq., and the Planned Real Estate Development Full Disclosure Act (PREDFDA), N.J.S.A. 45:22A-21 et seq., both require Home Owners' Associations to provide a "fair and efficient" alternative to litigation for Association members (unit owners) to resolve "housing related" (meaning matters related directly to association concerns, not personal situations) disputes between one another or with the association. This procedure is termed an Alternative Dispute Resolution (ADR) and the details of the Regal Point Homeowners Association ADR procedure are as follows:

In the event a housing related dispute arises between an individual member of the Regal Point Homeowners Association and the governing body of the Regal Point Homeowners Association (the Board of Directors of the HOA) or between two individual homeowners, and when this dispute cannot be resolved to both parties' satisfaction by direct discussions, then:

**A. The parties agree to endeavor first to settle the dispute by mediation** administered, if possible, by a fair, reasonable and honest current or former member of the Regal Point Homeowners Association (except that no current member of the Board of Directors may serve as mediator), as appointed by the Secretary of Board of Directors. Pursuant to section 14 of the New Jersey Condominium Act, any costs for mediation are common expenses meaning that those costs are shared equally by all members of the Association. Because ADR is intended to be an informal proceeding, it is not necessary to secure legal representation. However, a complainant may choose to be represented by a lawyer but the complainant is responsible for his own legal costs.

**B. The parties further agree that any unresolved controversy remaining after this mediation shall be settled by an Arbitration Hearing** administered, if possible, by a fair, reasonable and honest current or former member of the Regal Point Homeowners Association (except that no current member of the Board of Directors may serve as arbitrator), as appointed by the Secretary of the Board of Directors, in accordance with the Association's arbitration rules and judgment on the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof.

As allowed by the Condominium Act, in order to initiate the arbitration process, the complainant must pay an Administrative Filing Fee of \$500 which will be refundable after costs have been deducted. Claims shall be heard by a single arbitrator. The place of arbitration shall be the Township of South Brunswick, in the County of Middlesex, in the State of New Jersey, unless both parties agree to an alternate location. The arbitration shall be governed by the laws of the State of New Jersey. If the value of the dispute is under \$5,000 there shall be no discovery other than the exchange of documents. If the value of the dispute exceeds \$5,000, discovery shall consist of no more than three (3) depositions of one (1) hour or less. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The decision shall not need to be accompanied by a written opinion.

ADR is intended as an attempt to resolve disputes and is not necessarily binding on boards. Both owners and boards have the right to proceed in court in response to an unsatisfactory ADR outcome. This proceeding will be conducted as a new matter and not as an appeal. If the board fails to cooperate with a recommendation or arbitration decision against it, the claimant may initiate a

proceeding in court. In addition to not creating a record for an appeal, ADR is not a means to secure an order to stop a board from taking action or to force a board to act. These can only be secured through appropriate court proceedings. Similarly, ADR is not the means to obtain monetary damages against the association.

Although ADR is applied broadly, in recognition of the intent that it be a means to avoid litigation, matters within a board's legitimate discretion are not subject to ADR because a court will not substitute its judgment in such matters. Owners can address disagreement on matters in which boards properly exercise discretion through the democratic process (petitions, elections, etc. which convey the will of the community). These issues are distinguishable from violations of governing documents or other legal requirements which can be reviewed objectively and on which a court can rule. In ADR, as in a court, the claimant should be prepared to refer to specific laws, portions of the governing documents or rules which one believes the board violated

### **FILING REQUIREMENTS:**

A Request for ADR must be made in writing to the Secretary of the Board of Directors. The Secretary of the Board of Directors must acknowledge receipt of this Request within Fifteen (15) days of receipt and schedule the initial **Mediation Session** within Sixty (60) days of the filing date. If Mediation is unsuccessful, the Secretary of the Regal Point Homeowners Association Board will have an additional Sixty (60) days to commence an Arbitration Hearing.

A **Demand for an Arbitration Hearing** shall require a Five Hundred Dollar (\$500) check or money order made payable to the Regal Point Homeowners Association for the Administrative Filing Fee as detailed above. The filing fee must be paid before a matter is considered properly filed. If a court order directs that a specific party is responsible for the filing fee, it is the responsibility of the filing party to either make such payment to the Regal Point Homeowners Association and seek reimbursement as directed in the court order or to make other such arrangements so that the filing fee is submitted to the HOA with the Demand. The party filing the Demand with the Secretary of the Board of Directors is the claimant and the opposing party is the respondent regardless of which party initiated the court action. Parties may request that the arbitrator alter the order of proceedings, if necessary. It is the responsibility of the filing party to ensure that any conditions precedent to the filing of a case are met prior to filing for an arbitration hearing, as well as any time requirements associated with the filing. Any dispute regarding whether a condition precedent has been met may be raised to the arbitrator for determination. Parties to any existing dispute who have not previously agreed to use these rules may commence an arbitration hearing under these rules by filing a written Submission Agreement and the administrative filing fee. To the extent that the parties' Submission Agreement contains any variances from these rules, such variances should be clearly stated in the Submission Agreement. Information to be included with any arbitration filing includes: the name of each party; the address for each party including telephone and fax numbers and e-mail addresses; if applicable, the names, addresses, telephone and fax numbers and e-mail addresses of any known representative for each party; a statement setting forth the nature of the claim including the relief sought and the \$ amount (if any) involved. The filing party shall simultaneously provide a copy of the Demand and any supporting documents to the opposing party. The Secretary of the Board of Directors shall provide notice to the parties (or their representatives if so named) of the receipt of a Demand or Submission within fifteen (15) days of receipt when the administrative filing requirements have been satisfied. The date on which the filing requirements are satisfied shall establish the date of

filing the dispute for administration. However, all disputes in connection with the determination of the date of filing may be decided by the arbitrator. If the filing does not satisfy the filing requirements set forth above, the Secretary of the Board of Directors shall acknowledge to all named parties receipt of the incomplete filing and inform the parties of the filing deficiencies. If the deficiencies are not cured within Sixty (60) Days, the filing may be returned to the initiating party.

### **ANSWERS AND COUNTERCLAIMS:**

A respondent may file an answering statement with the arbitrator within thirty (30) calendar days after notice of the filing of the Demand is sent to the Homeowners Association. The respondent shall, at the time of any such filing, send a copy of any answering statement to the claimant and to all other parties to the arbitration. If no answering statement is filed within the stated time, the respondent will be deemed to deny the claim. Failure to file an answering statement shall not operate to delay the arbitration. A respondent may file a counterclaim at any time after notice of the filing of the Demand is determined, subject to the limitations set forth below (see "Changes of Claim"). The respondent shall send a copy of the counterclaim to the claimant and all other parties to the arbitration. If a counterclaim is asserted, it shall include a statement setting forth the nature of the counterclaim including the relief sought and the \$ amount (if any) involved. If the respondent alleges that a different arbitration provision is controlling, the matter will be administered in accordance with the arbitration provision determined by the arbitrator.

A party may at any time prior to the close of the hearing or by the date established by the arbitrator increase or decrease the amount of its claim or counterclaim. Written notice of the change of claim amount must be provided to all parties. If the change of claim amount results in an increase in administrative fee, the balance of the fee is due before the change of claim amount may be accepted by the arbitrator. Any new or different claim or counterclaim, as opposed to an increase or decrease in the amount of a pending claim or counterclaim, shall be made in writing and filed with the Secretary of the Board of Directors and a copy shall be provided to the other party who shall have a period of thirty (30) calendar days from the date of such transmittal within which to file an answer to the proposed change of claim or counterclaim with the Secretary of the Board of Directors. After the arbitrator is appointed, however, no new or different claim may be submitted except with the arbitrator's consent.

### **INTERPRETATION AND APPLICATION OF RULES:**

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties.

In matters between individual unit owners, the same ADR procedure as described above will be utilized to resolve "housing related" disputes. Both parties must agree to this procedure in advance and neither party is compelled to take part in the HOA's ADR process.

The arbitrator shall make his final determination within seven (7) days of the adjournment of the arbitration hearing and apprise all parties as to that determination.



## **SECTION III**

**Waste Disposal Guidelines**

**Trash Overview Diagram**



## **Regal Point Waste Disposal Guidelines**

HOUSEHOLD **GARBAGE** IS TO BE PLACED IN THE TWO RIGHT-HAND DUMPSTERS

**RECYCLABLES** ARE TO BE PLACED IN THE TWO LEFT-HAND DUMPSTERS

Residents must follow town recycling guidelines which are based upon Single Stream Recycling. Specific items that may be recycled in these dumpsters and specific exceptions are detailed in the Township guidelines and the Regal Point "Trash Overview".

- Please do your best to throw your trash bags to the rear of the large refuse dumpsters - this uses the space more efficiently and will prevent overflow.
- Please keep all of the dumpster lids closed - light items fly out in the wind and the odors can get pretty intense.
- **Break down and flatten cardboard boxes** before placing in the recycling dumpsters.

**Large items that will not fit in the regular dumpsters** are to be placed in the bulk area. These will be picked up automatically weekly except . . .

- If you discard an old appliance (stove, water heater, refrigerator, washer, dryer, etc.), you need to call for an appointment - 732-329-4000, ext. 7260.
- Mattresses and box springs must be bagged or they will not be picked up. Bags for this purpose are available at the major hardware stores.
- Carpet, lumber and other building materials must be cut to 4' lengths, taped and/or bundled (no more than 50 pounds) before placing in bulk area.
- Discarded Christmas trees (un-bagged) should be put in the bulk area - they're picked up from January 2 through the second full week of January.

### **Exceptions – Following items will not be picked up by Township:**

Televisions and other electronics: take to Recycling Center 2<sup>nd</sup> Saturday of month, 10AM-2PM.

Paint: take to Recycling Center Fridays or 4<sup>th</sup> Saturday of Month, 10Am to 4PM.

Used motor oil, car tires and batteries, propane tanks and scrap metal all must be taken to Recycling Center, anytime Monday through Saturday 8AM – 4 PM.

Branches/Brush: Drop off behind Sondek Park, Monday through Saturday 8:30AM to 3PM.

Recycling Center: Located behind the Public Works Building at the Municipal Center at 540 Ridge Road.

Sondek Park: Go past Municipal Center on 522, jug handle left onto Ridge Road, left onto East New Road, park is 3/4 mile on right.

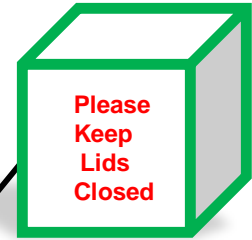
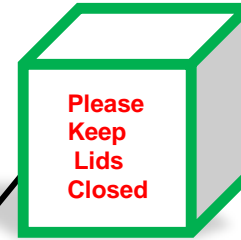
Click [here](#) to view the Township Recycling Brochure for Multi-Family Communities. If you have questions, visit [southbrunswicknj.gov](http://southbrunswicknj.gov) or call 732-329-4000, ext. 7274.



# REGAL POINT TRASH OVERVIEW

## Bulk Area

For large items  
NO TV's or Electronics  
NO Branches or Bags  
NO Small Appliances  
See "Exceptions" Below



Recycling goes in the  
2 Dumpsters on the Left

Bagged Household Garbage  
Goes in the 2 Dumpsters on the Right

Carpet, lumber and other building materials must be cut to 4' lengths under 50 lbs. and taped or bundled (Remove nails and screws). Mirrors /pane glass must be taped with an "X". Mattresses and box springs must be bagged.

### Appliances: Place in Bulk Area.

Call 732-329-4000, ext. 7260 to schedule pick-up

Put unadorned, un-bagged Christmas trees in bulk area, to be picked up from January 2 through the second full week of January.

## Single Stream Recycling:

Plastic Containers Only if marked 1 or 2, Glass and Metal Containers  
**FLATTENED BOXES**, Bundled Newspapers, Other Paper

**DO NOT RECYCLE** plastic containers marked with numbers 3,4,5,6 or 7.

NO plastic bags, plates, cutlery, flower pots, hangers, or toys.

NO Styrofoam, Tyvek (Amazon) envelopes, 6-pack beverage holders.

NO paper towels, tissues, plates, napkins, toilet tissue. No shredded paper

NO waxed paper, scrap metal, pots and pans/ovenware, light bulbs. NO glass plates, vases, drinking glasses, window glass, mirrors, Pyrex or ceramic items.

*All of the above items should be bagged and put in the **green garbage dumpsters**.*

## Exceptions – Following items will not be picked up by Township:

Televisions, computers and other electronics: take to Recycling Center 2<sup>nd</sup> Saturday of month, 10AM-2PM.

Paint: Take to Recycling Center Fridays or 4<sup>th</sup> Saturday of Month, 10AM to 4PM.

Used motor oil, Car tires and batteries, Propane tanks and Scrap metal all must be taken to Recycling Center, anytime Monday through Saturday 8AM – 4 PM.

Branches/Brush: Drop off behind Sondek Park, Monday through Saturday 8:30AM to 3PM.

Recycling Center is located behind the Utility Building at the Municipal Center at 540 Ridge Road.

Sondek Park: Go past Municipal Center on 522, jug handle left onto Ridge Road, left onto East New Road, park is 3/4 mile on right.

***Please try to throw all items to rear of dumpsters to save space!***

If you have questions, call 732-329-4000, ext. 7274. View Township Brochure [here](#)



## **SECTION IV**

**Parking Regulations**

**Parking Map**

**Snow Removal Procedure**

**Snow Removal Tips**



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## **PARKING RULES – 2020**

As of May 2020, we now have 40 visitors' spaces to go along with 2 assigned spaces for each unit. Visitors' spaces may or may not be painted with the word "visitor" but the outlines indicate available spaces.

With this many available spaces, there is no reason that the following rules cannot be properly observed:

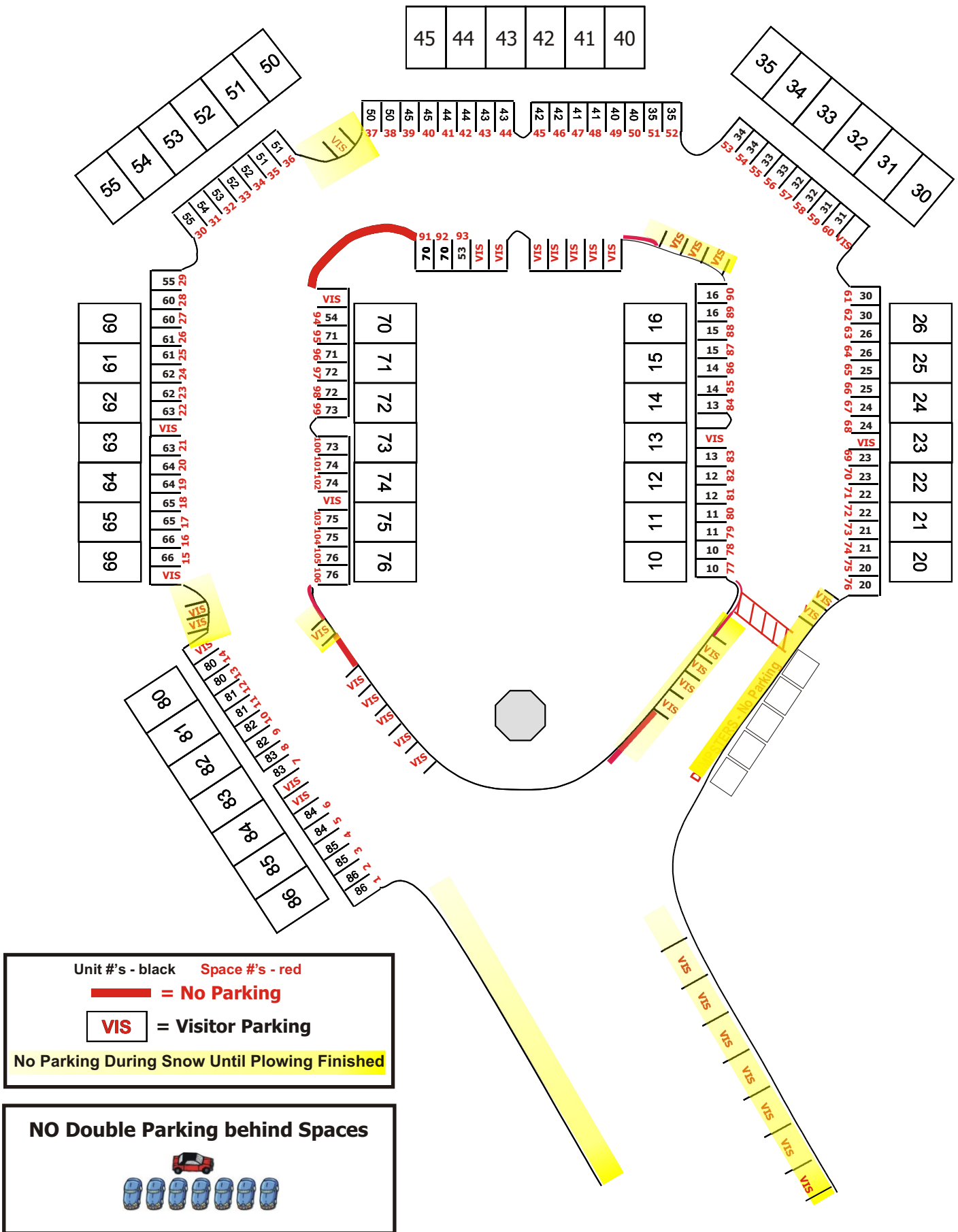
- **Double parking behind assigned spaces is forbidden except for maximum 5 minutes for loading/unloading.**
- **ALL "NO-PARKING" LOCATIONS MUST BE OBSERVED AT ALL TIMES.**
- **Vehicles may not be left in a visitors' space for more than 7 days – we are not a long term parking facility!**
- **Abandoned, unregistered or inoperable vehicles are forbidden anywhere on property at any time.**
- **Residents are responsible to inform their visitors about the rules.**

***During any snowstorm of 2" or more, the following areas need to be left empty so they can be properly plowed:***

- **In front of the dumpsters**
- **The visitors' spaces and crosswalk between the dumpsters and Unit 20.**
- **Opposite the dumpsters from unit 10 to the stop sign.**
- **The visitors' spaces opposite building 3.**
- **Along the retention basin and the front entrance visitors' spaces.**
- **The visitors' space between the mailbox and the end of Building 7.**
- **The concrete pads between buildings 4 & 5 and 6 & 8.**

**Please refer to the updated Parking Map for further clarification.**

***And please remember - The speed limit on Regal Drive is 15 MPH.***



Unit #'s - black    Space #'s - red  
**—** = No Parking  
**VIS** = Visitor Parking  
 No Parking During Snow Until Plowing Finished

**NO Double Parking behind Spaces**

# Regal Point Parking Map

Revised 05/06/2020



## **Snow Removal Procedure** (revised 10/18/2022)

***During any snowstorm of 2" or more the following areas need to be left empty so they can be plowed:***

- **In front of the dumpsters**
- **The visitors' spaces and the crosswalk between the dumpsters and Unit 20**
- **Opposite the dumpsters (from unit 10 to the stop sign)**
- **The visitors' spaces opposite building 3**
- **Along the retention basin and the front entrance visitors' spaces**
- **The concrete pads between buildings 4 & 5 and 6 & 8**

### **Standard Clean-up**

The contractor will begin the process by clearing the main roadway throughout the development to allow access in and out of the community, particularly for emergency vehicles. As soon as possible after the snow stops, he will also clear the walks and sidewalks, including access for the mailboxes, dumpsters and fire hydrants.

### **Major Snowstorms (generally over 6" of accumulation)**

When we have a major storm, we need to clear the unit-owners' parking areas from side-to-side and this can only be accomplished with an orderly building-by-building approach. We can begin the parking area clean-up when the contractor is available to do so. **Note that sometimes this work will be done the day after a storm.** Do not leave a car in your spot if no one will be home to move it - or give your car keys to a neighbor that will be home.

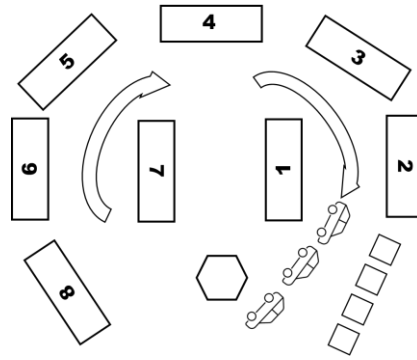
The best way to handle this is "**Prep & Wait**" - When the snow stops is the time for all residents to clean off their cars and clear a path so you can move your cars out - **but do not move them until you are advised to do so by your building captain unless you are leaving the property. DO NOT PARK IN ANY OF THE RESTRICTED SPOTS AS LISTED ON TOP OF THIS PAGE.** Note that we do not have permission from the neighboring Church or businesses to use their parking areas.

The Board will send out email updates as available. When the contractor is ready to do each building, the Building Captains will inform the residents to temporarily move their cars, **one building at a time**. The clearing of each building's parking area will only take about 10 minutes - you need to move your cars back as soon as the clearing is completed.

### **NOBODY SHOULD MOVE VEHICLES INTO VISITOR'S SPOTS**

**The only way this process works is if everyone preps their vehicle and leaves it in their spot until your Building Captain or a Board Member tells you it's time to move.**

**Then, please adhere to the following step-by-step procedure:**



1. When it's time to move, everyone from Building 8 should drive clockwise (see illustration) around the development and line up their cars starting near the stop-sign opposite the dumpsters. Stay to the right side of the road to allow the service vehicles to pass on the left as needed.
2. If you have only one driver for two cars, put one car in the line and leave it there and walk back and put the second one in the line.
3. When building 8 is cleared, everyone should return to their spots immediately (with the understanding that some of you may need to walk back to get your second car).
4. As they are clearing building 8, drivers from building 6 or 7 (whichever one is designated next by the Building Captain) should start moving their cars (clockwise around the development) onto the same line. Again, if you need to move 2 cars, leave one in the line, and get the second one.
5. Once Building 8 is cleared, drivers should return their cars to their spaces immediately. The next buildings' cars should begin their line at the far end of Building 8 close to building 6/7.
6. This process should continue throughout the community ONE BUILDING AT A TIME. Keep the front of the line moving around the road as close to the most recently cleared building as possible.

***If you are unavailable to move your vehicle, please arrange with a neighbor to do so.***

***If you are going out of town during snow season, leave your vehicle keys with a trusted neighbor.***

***Do not engage the plow drivers, they have been instructed to only take direction from Boardmembers.***

***And, please, do not shovel snow back onto the already plowed road!***

***This is the only way we can have an organized clean-up effort...***

***...it requires everyone's cooperation!***



## Snow Removal Can be Easy!

***Here are some helpful tips to make it quick and easy to prepare for a snow storm, move your car and follow the Regal Point snow procedure.***

### ***When you know there's a heavy storm predicted:***

**Back your car into your spot** - it's easier and much safer to maneuver out going forward. You'll have better visibility and control when you may have to gun it!

### ***After the snow stops and the main road has been cleared:***

If needed or you choose to, **shovel a walking path to your driver's door.**

**Start your car and turn on front and rear defrosters full blast.**

**Shovel a path in front of your wheels**, and lower the mound of snow in front of the car - you don't need to get down to ground level. Pile this snow next to the car - *don't throw it into the already cleared road.*

**Push snow off car to the sides of the car**; by now the defrosters have warmed things up to make this easier.

If so equipped, **turn off your traction control** to allow your wheels to spin freely, then **drive straight** out of your spot - should be easy.

**Roll the car back and forth a few times** and then re-park in your spot and await instructions from your Building Captain.

As you drive away, be sure to turn the traction control back on.

### **For Your Safety:**

Always clean off all the snow from your vehicle including rear window, roof, and front and rear lights...this is for your safety and the safety of those around you - also failure to do so can result in a citation from the Police.

### **Protect Your Vehicle:**

Never use a corn broom or other stiff bristle brush - it will permanently damage your car's finish. Never use a shovel to grab snow off a car. Best thing to use is a foam "snow-broom" or a traditional snow brush. And never use an ice-scraper on metal parts - only on glass.