

Mattix Crossing

**Condominium
Association**

Rules, Regulations and Fines

MATTIX CROSSING CONDOMINIUM ASSOCIATION

170 Colonial Court

Galloway Township, NJ 08205

EMERGENCY NUMBERS

<i>Galloway Township Emergency (Life Threatening),</i>	<i>911</i>
<i>Galloway Township Police (Other)</i>	<i>(609) 652-3705, Ext. 1</i>
<i>Bay View Volunteer Fire Dept.- 6th Avenue</i>	<i>(609) 652-0581</i>
<i>Bay View Volunteer Fire Dept.-Rt. 9</i>	<i>(609) 652-0589</i>
<i>South Jersey Gas Company</i>	<i>(609) 407-1350</i>
<i>Atlantic City Electric</i>	<i>(800) 642-3780</i>
<i>New Jersey American Water</i>	<i>(800) 652-6987</i>

MATTIX CROSSING CONDOMINIUM ASSOCIATION

RULES, REGULATIONS AND FINES

WELCOME TO MATTIX CROSSING CONDOMINIUM

Mattix Crossing is a condominium development within the Township of Galloway established under the laws of the State of New Jersey. This information is designed to introduce you to Mattix Crossing and the available facilities. In order to receive the greatest benefit from your new environment, it is mandatory that certain Rules and Regulations be observed. The information contained here does not supersede or replace the recorded Master Deed or By-Laws. If any of this information should conflict with the recorded Master Deed and By-Laws the latter shall prevail.

Please read all of this information carefully, and enjoy condominium living to the fullest.

YOUR CONDOMINIUM PROPERTY

The condominium concept of real estate ownership had its origins in the laws of ancient Rome and has been made part of modern living by laws enacted by the State Legislature.

Condominiums consist of three separate elements.

COMMON ELEMENTS: Common Elements include practically everything outside your door, i.e., the lawns, the roadways, the sidewalks and the recreational facilities.

LIMITED ELEMENTS: Limited Elements include the unit's assigned parking space and the unit's patio or balcony. The parking space and the patio are technically part of the Common Elements, but are limited to the unit's occupant's specific use.

RESTRICTED USE: Restricted Use area is generally considered to be the space enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors, including vents, doors and windows.

THE ADMINISTERING ASSOCIATION

Mattix Crossing Condominium Association is administered, supervised and managed by Mattix Crossing Condominium Association, Inc. whose office is in the Clubhouse located at 170 Colonial Court, Galloway Township, New Jersey.

RESIDENT OWNER

Resident Owner (RO) is the owner of record of a unit and a permanent resident of that unit. A visiting member of the family is not considered a resident, but is a guest subject to all rules applicable to guests.

NON-RESIDENT OWNER

A Non-Resident Owner (NRO) is the owner of record of a unit who does not reside in the unit. A Non-Resident Owner may serve on the Board of Trustees or any of the various committees, and retains the privilege of voting in the elections. A Non-Resident Owner cannot make use of any of the Association amenities unless their unit is used as a second home and not leased to a tenant.

RESIDENT TENANT

A Resident Tenant (RT) is a tenant renting and occupying a unit, and as such is entitled to use of all of the amenities of the Association. A Resident Tenant may not serve on the Board of Trustees but may serve on any of the various committees. A Resident Tenant may not vote unless given a proxy to do so by the Non Resident Owner. A Non-Resident Owner is responsible for the actions of their Resident Tenant.

I APPLICABILITY

These Rules and Regulations are applicable to members of the Mattix Crossing Condominium Association, to lessees of members, to families, guests and employees of members and lessees. The term "occupant" as used in these regulations applies generally to the before mentioned persons.

II OCCUPANCY

The Association endeavors to maintain a roster, which includes the address and telephone number of every occupant's home and place of business. Similar data will be maintained on persons to be filed in case of emergencies during the temporary absences of occupants. Each homeowner is required to keep roster current. The roster is kept in the Association Office.

III USE OF COMMON AREAS

Entries, halls, stairwells, and lawns are not to be used for play and/or loitering. Use of skates, skateboards and bicycles is prohibited in common areas. Bikes may be used on bike paths.

IV
DAILY USE OF UNITS

No resident shall be allowed to play any musical instrument, radio, television, stereo, tape player or the like, if the same shall annoy or disturb any other owner or occupant of the building, or be audible in any common areas. For second and third floor owner or occupant, the bouncing of balls, the rolling of toys, the stomping of feet on the floor(s), the dragging of furniture across the floor(s) and alike are not permitted. If not adhered to after one (1) warning, following a complaint, a fine will be levied. The operation of washers, dryers, dishwashers and similar disturbances are prohibited between the hours of 10:00 P.M. and 8:00 A.M.

V
MEMBER AND OCCUPANTS LIABILITIES

An occupant will be responsible for any damage to the Mattix Crossing property committed by a member of his family, lessees, guests or employees, or resulting from carelessness or negligence of family members, guests, lessees or employees. The failure of an occupant to maintain plumbing and household equipment in such condition that will prevent damage to the property of others will be deemed to be negligent within the meaning of the above paragraph.

All owners will be responsible for the painting or replacement of entrance doors, windows, sliding doors, sliding door screens and patio/balcony-shed doors. The Association will provide the paint for entrance doors. Failure to comply will result in a violation fine against the owners.

VI
RESTRICTION OF USE OF UNIT

Each unit will be used only as a private residence of a member, lessee, members of their families and guests. There shall be no more than a total of four (4) full time residents of a two (2)-bedroom unit at any given time.

VII
WINDOWS AND BALCONIES

Individuals shall not throw refuse from the balcony such as tobacco products, paper, food or any other object. Water or dirt cannot be swept from the balcony to the ground.

Railings must be free of towels, blankets, rugs, clothing, etc. at all times. Nothing is to be draped over or suspended from any part of a balcony railing.

Shaking mops, rugs, etc., from the balcony is strictly prohibited.

The use of charcoal, gas, wood, and electrical grills, or any cooking device, whatsoever, is strictly prohibited as per state fire code.

No signs, advertisement, notice or other lettering shall not be exhibited from either the ledges or railings, nor shall they be suspended outside windows or from balcony railings or from the windows.

Planters or flower boxes are not permitted to exceed the height or interior confines of the balcony railing. No articles such as planters, flowerpots or boxes may be placed and maintained outside of balcony railings.

After taking possession of a unit the occupant shall not use paper bags, plastic bags, newspaper, sheets or blankets or other inappropriate method as a means of window covering or coverings. Appropriate window coverings such as drapes or blinds must be installed. Balconies may not be used for storage of any kind.

VIII PARKING

*Each owner is assigned one reserved parking space, designated by number, for passenger cars only. **Commercial vehicles are prohibited from parking on association property without the consent of the Board of Trustees.** A "commercial" vehicle is defined for this purpose to include every type of vehicle used for an individual's business purposes, including but not limited to van or truck over ¾ ton, cap and open exterior step vans, off road vehicles, trailers, plumbing trucks, taxi cabs, and/or limousines.*

All trucks doing work for the day must check with the On-Site Administrator. No overnight parking (24 hours at any time) by commercial vehicles is permitted.

If an owner leases his apartment, he is no longer entitled to the use of their designated space during the period of the lease.

Any type of vehicle maintenance is prohibited in the parking area except for emergency repairs. Oil changes may not be made in the parking lot. Any car leaking oil must be repaired. If any oil spot in the parking lot erodes the asphalt the owner is responsible to pay for the repairs.

Residents must keep a board under motorcycle kickstands.

Each owner should be sure that his vehicle is parked properly in his space, i.e., no parking over the designated lines.

Parking or storage of unregistered or in-operable vehicles is strictly prohibited.

Any violations of parking regulations should be reported immediately to the Association Office.

The Association has the authority to tow any vehicle, at the owner's expense, found to be in violation of any of the above.

IX
LEASING UNITS

Upon execution of a lease for an apartment, an owner must provide the office with a copy of the lease, including the executed Mattix Crossing Lease Rider, which states that the lessee has read and agreed to abide by the Mattix Crossing Rules and Regulations. This is to be accompanied by a check in the amount of \$100.00 for the "Move in Fee". The check is to be made payable to: Mattix Crossing Condominium Association. The \$100.00 fee is to be paid with each new tenant and is non-refundable.

The Owner is required to obtain both a credit check and background report for each lessee. In addition, owner is required to obtain the prospective lessee's written consent to disclose both the credit report and background check to the Association. The consent form will be provided by the Association and will be contained within the Mattix Crossing Condominium Association Lease Package. Failure to provide Association with duly executed Lease Policy Package will be charged with a violation fee.

An original of the prospective tenant's written consent, together with a true and complete copy of the credit report and background report shall be attached to the lease when it is provided to the Association office. The Association has five (5) days upon which to approve said Lease. The Credit Report and Background Report will be destroyed once lease package is approved.

The Owner is responsible for any/all damage to Common areas as well as infractions of any Rules or Regulations, which are subject to a penalty, and is responsible for payment of any applicable fines.

X
SOLICITATIONS

Door-to-door solicitations are forbidden, either by occupant or by others. Violations should be reported at once to the Association Office.

XI
PETS

Dogs are not allowed either by the owners or tenants at Mattix Crossing. Dog visiting or dog sitting is not allowed. The only dogs allowed are those who are grand-fathered in (those dogs who have been here prior to the new rule, they remain in the unit until the owner or tenant moves out or the dog dies).

XII
CONDUCT OF OWNERS AND OCCUPANTS

Every occupant and their guests shall conduct themselves in an appropriate and civilized manner toward the other residents or employees of the Association at all times. An owner will be

responsible for any damage to the Mattix Crossing property committed by the members of his family, their guests, employees or lessees or resulting from the carelessness or negligence of family members, guests or employees, or lessees. Damage caused by guests or lessees to unit or any equipment or appliances therein, shall be the sole responsibility of the owner of the unit. In the event such damage is not repaired within a reasonable time, and is causing damage to other property, or if an emergency arises there, the Association reserves the right to enter such unit and repair such damage and charge for such work performed.

No person shall use the Common elements or limited Common elements or any part thereof in any manner that conflicts with, or is contrary to, or is not in conformance with the Master Deed, By-Laws or the Rules and Regulations. These Rules and Regulations are for your safety and comfort. It is the owners' responsibility to inform their lessees, guests and employees of these rules. Additional copies are available for this purpose.

XIII SALE OF UNITS

When a unit comes under agreement of sale, the owner must notify the Association Office in writing, of his intent to sell thereby allowing all pertinent information to be forwarded to the attorney for closing. A document fee of \$50 is charged for each closing. Each purchaser will be assessed a Two Hundred Fifty Dollar (\$250.00) one-time non- refundable Title Transfer Fee to be paid at or prior to closing as a condition prerequisite to membership in the Association.

XIV SWIMMING POOL

The swimming pool will be attended as posted at the pool. Use of the pool at any other time is strictly forbidden unless otherwise posted, however, persons using the pool area do so at their own risk.

The Association assumes no responsibility for any loss or damage to personal property. Persons using the pool area agree not to hold the Association liable for any action, of whatever nature, occurring within the pool area. Also, occupants of units assume full responsibility for the actions of their children and guests.

There is no admittance to the pool area without a pool badge.

Badges are available to resident owners and tenants-as listed on the copy of current lease, at the Association Office. Tenants must bring a copy of their lease, in order to pick up pool badges.

Children under 18 years old must be accompanied by an adult.

Food is not allowed in the pool area.

Non-alcoholic beverages are permitted, however, no glass is allowed. Tables, chairs and lounges may not be reserved in advance.

Only bathing suits may be worn in the pool. Cutoffs are not considered bathing suits. Children wearing diapers must wear rubber pants.

No flotation devices, balls, frisbees, etc. are permitted in the pool except as approved by the lifeguard on duty. Swimmies or life vests are permitted for children.

Any person showing evidence of a communicable disease or condition may be denied admission at the discretion of the lifeguard on duty.

Persons using creams or oils shall cover the pool furniture with beach towels to protect both the furniture and the clothing of others.

XV SECURITY

Should any suspicious person or indecency be observed by a resident, it should be immediately reported to the police.

XVI TRASH

All trash must be placed in secured plastic bags and placed in the dumpster. Trash is not to be left in the hallways, stairwells, and balconies or on the ground outside the dumpsters. No litter should be discarded in the common areas. Failure to comply will result in a fine. The lid of the dumpster is to be closed after each use and the gate closed.

All recycling materials are to be placed in the proper containers in the recycling center located in the parking lot outside the Clubhouse. No recycling materials are to be placed in the dumpsters. Recycling is the law.

XVII CHILDREN

Children are not permitted to play in hallways, stairwells or on the lawn, nor shall their conduct inconvenience residents in any manner.

Owners and occupants shall assume full responsibility for any damage caused by their children or guests.

Parents shall be held accountable for the behavior of their children. It is the responsibility and duty of both parents and children to abide by the Rules and Regulations of the Association.

It shall be unlawful for any child under the age of 18 to be on or upon any Association grounds, places or common areas between the hours of 8:30 P.M. and 5:00 A.M. the following day, as per Galloway Township ordinance and Association Resolution.

XVIII
BICYCLES .SKATES .SKATEBOARDS

No bicycles, roller skates or skateboards shall be permitted in any portion of the buildings.

The bikes may be used on the bike path running throughout the area

Bicycles are to be kept inside the units. The Association is not responsible for loss, damage or theft of items on the Common Grounds.

XIX
TENNIS COURT RULES AND PROCEDURES

No bike riding, roller-skating, skateboarding or ball playing.

Guests should be accompanied by an adult resident. No more than 3 guests at one time on the courts.

Food or glass beverages are not allowed on courts.

Any tampering with the net is not allowed.

When others are waiting, please limit your playtime.

Keep courts clean. Please use receptacles.

XX
DRINKING ALCOHOL ON COMMON GROUNDS

Drinking alcohol on common grounds is prohibited. Common grounds include the lawn areas, walkways, stairwells, parking lots, pool area, etc. Any individual found drinking in these common areas will be subject to a violation fine of \$50.00 for each and every occurrence.

XXI
CURFEW FOR MINORS

The curfew begins at **8:30 pm** and ends at **5:00 am** throughout the year. **A minor under the age of eighteen (18) years** shall not remain in or upon any common grounds, such as lawn areas, walkways, stairwells, parking lots, pool area, etc. after that time. The unit owner will be charged with a fine of \$25.00 for each and every occurrence.

XXII
FEEDING ANIMALS ON COMMON GROUNDS

Feeding animals on common grounds is prohibited. Common grounds include the lawn areas, walkways, stairwells, parking lots, pool area, etc. Any individual found feeding animals in these common areas will be subject to a violation fine of \$50.00 for each and every occurrence.

XXIII
MISCELLANEOUS

Tenant complaints should be directed to your landlord or Management Company who will in turn send it in writing to the Board of Trustees, signed by the landlord or Management Company.

No grease of any kind should be poured down any drain — kitchen, bathroom, etc. A condo unit should be secured when leaving it unoccupied for any length of time.

If leaving the unit unattended for any length of time, close off all water valves and turn off all circuit breakers except heat and refrigeration if necessary. Set heat at sufficient temperature to prevent freezing. Any violation of the Rules and Regulations should be reported to the office.

The Association maintains an office Monday through Thursday 12:00 pm to 6:00 pm, and Friday 10:00 am to 4:00 pm.

Holiday lights may be displayed November 15th through January 15th of the following year. No nails may be used in the door, frame of any unit, or siding of the building, including hangers for holiday decorations.

An owner who leases his unit automatically forfeits his parking space and tennis and pool privileges for the duration of the lease, as these amenities will automatically become the rights of the tenant.

The interior maintenance problems of the unit are the owner's responsibility with the exception of any common elements.

XXIV SEVERABILITY

In the event that a court of law should declare any paragraph herein to be invalid, such invalidation shall not invalidate remaining paragraphs.

XXV ENFORCEMENT

Pursuant to the provision of the New Jersey Condominium Act, the Master Deed and Bylaws, the Association, through its Board of Trustees, is charged with the responsibility of enforcement of the rules and regulations relating to the operation, use, maintenance and enjoyment of the units and of the Common Elements, including limited Common Elements.

Any person willfully violating these rules and regulations shall, after notice given to such offender, be subject to such fine or penalty as shall be determined by the Board of Trustees, and such other means of enforcement as is provided thereof in the Master Deed and By-Laws.

The Board reserves the right to amend, add or delete any of the foregoing Rules and Regulations as it deems necessary from time to time.

XXVI
APPLICABLE FINES

<i>Misuse of Common Areas</i> (Section III, Para. 1)	\$50.00
<i>Noise Nuisance (Loud Music) -</i> (Section IV, Para. 1)	\$50.00
<i>Throwing Objects from Balconies</i> (Section VII, Para. 1)	\$50.00
<i>Drapery/Blind Conformity</i> (Section VII, Para. 2)	\$25.00
<i>Draping of Articles of any kind on Railings</i> (Section VII, Para. 2)	\$25.00
<i>Shaking rugs, mops, etc. outside apt.</i> (Section VII, Para. 3)	\$25.00
<i>Grill Violation (grills are not allowed)</i> (Section VII, Para. 4)	\$100.00
<i>Displaying Signs</i> (Section VII, Para. 5)	\$25.00
<i>Hanging plants on balconies</i> (Section VII, Para. 6)	\$25.00
<i>Balcony Storage</i> (Section VII, Para. 7)	\$50.00
<i>Parking Violation – Without permission by the Board of Trustees</i> (Section VIII, Para. 8)	\$50.00
<i>Failure to provide copy of Lease</i>	\$50.00
<i>Failure to provide Duly Executed Lease Policy Package</i> (Section IX, Para. 2)	\$100.00
<i>Dog visiting or residing at Mattix Crossing</i> <i>Dog fine for each day thereafter</i> (Section XI, Para. 1)	\$100.00 \$ 25.00
<i>Trash in Hallway or Outside Dumpster</i> (Section XVI, Para. 1)	\$50.00

<i>Recycling Violation</i> (Section XVI, Para. 2)	\$50.00
<i>Vehicle Maintenance</i> (Section XIII, Para. 5)	\$50.00
<i>Evidence of Credit/Background Check for Tenant</i> (Section IX, Para. 2)	\$50.00
<i>Failure to comply with the repair/replacement of entrance doors, windows, screens, sliding door screen or balcony shed door</i> (Section V, Para 2)	\$100.00
<i>Move-in-Fee</i> (Section XI, Para. 1)	\$100.00
<i>Document Fee at Closing</i> (Section IX, Para. 1)	\$50.00
<i>Capital Contribution at Closing</i> (Section IX, Para. 2)	\$250.00
<i>Drinking Alcohol on Common Grounds</i> (Section XX, Para. 1)	\$50.00
<i>Curfew for Minors</i> (Section XXI, Para. 1)	\$25.00
<i>Feeding Animals</i> (Section XXII, Para. 1)	\$50.00