



Living the Dream

Enchantment at Hamilton Homeowners' Association Inc.

Rules and Regulations

Effective as of October 27, 2011

These revised Rules and Regulations were approved by the Board of Trustees on March 1, 2011. These Rules and Regulations supersede any Rules and Regulations previously approved by the Board.

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I. Introduction

It is the intent and hope that the creation of this document will better help us maintain the integrity of our assets, as well as the enhancement of our lifestyles all the while enabling us to share this beautiful community and the excellent facilities we have. An understanding of, and adherence to, the Rules should keep complaints and issues to a minimum. In this way, we can spend more time “Living the Dream”.

These Rules and Regulations apply to the conduct/actions of the Enchantment at Hamilton Board of Trustees, Committees authorized by this Board and Enchantment at Hamilton’s governing documents, and all homeowners, residents and visitors.

Various Clubs and other activities may be of interest to the members of our Community, but our Association does not sponsor, nor govern, and is not responsible for any such activities. However, to the extent that these Clubs and activities are conducted on Enchantment at Hamilton’s community property, the individuals who use the facilities and/or Clubhouse shall comply with the Association’s Rules and Regulations.

II. Consistency with Original Document

These Rules and Regulations are a Restatement of Authority of the Board of Trustees of the rules set forth in the Resident Policies Handbook and of the Rules and Regulations set forth as Exhibit A of the Declaration of Restrictive and Protective Covenants, Easements, Conditions, Charges and Liens (the Declaration) within the Public Offering Statement (POS).

III. Definitions

Association	Shall mean The Enchantment at Hamilton Homeowners’ Association Inc.
Board	Shall refer to the Association Board of Trustees as provided for in Article IV of the By-Laws
Common Grounds or Common Area	Shall mean all areas of Enchantment at Hamilton <i>other than</i> the individual Homeowners’ lots/homes and <i>other than</i> the Recreational Common Grounds (defined below). Common Grounds/Areas is understood to include streets, sidewalks, walking paths, natural areas, the gate/entrance area, retention and/or detention basins, streams and ponds. These may also be referred to as Non-Recreational Common Grounds.
Community	Shall mean Enchantment at Hamilton including its Residents, Homeowners, Property and all buildings and facilities thereon.
Homeowner	Shall mean the legal owner of a home/lot within the Community and registered with the Mercer County Clerks’ Office.
Guest	Shall mean anyone visiting a Homeowner or Resident.
Household	Shall mean an individual home and the Residents therein.
Property	Shall mean all of the property, buildings, homes and facilities within Enchantment at Hamilton, including the Common Grounds and the Recreational Common Grounds.
Recreational Common Grounds or Areas	Shall mean the Clubhouse and all of the recreational areas and facilities such as the pool, tennis area, gazebo area, bocce area, horseshoe area

	and other areas bordered by the easterly side of Sedona from the Clubhouse to Portofino, by the Homeowner properties along the southerly side of Portofino from Sedona to Monte Carlo, by the properties along the westerly side of Monte Carlo from Portofino to the southerly end of the parking lot and the southerly side of the Recreational area is understood to include and terminate the areas of the Clubhouse, Clubhouse drive and parking lot. The walkways around the pond are not considered Recreational Common Areas.
Resident	Anyone other than the homeowner who permanently lives at an address within the community.
Township	Shall mean Hamilton Township, unless otherwise stated.
Property Management Company	Outside Company hired to manage the day to day operations of the Community.

IV. Other Provisions

- A. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time in the event the Association deems such revocation necessary to maintain the spirit and intent of these Rules and Regulations, Declaration and By-Laws.
- B. Complaints regarding the management of the Property or regarding the action(s) of other Homeowners or Residents affecting the Common Area or Recreational Common Area, must be made in writing to the Board of Trustees and the Management Company. A more thorough outline of the complaint and enforcement procedure can be found attached hereto as Appendix A - Complaint Process and Appendix B - ADR Process.
- C. The Board of Trustees shall have the authority (pursuant to the Declaration and By-Laws) to impose fines or penalties on Homeowners for violations of any Covenants, Board Resolutions, By-Laws, Rules and Regulations.
- D. It is the responsibility of all residents to abide by all applicable laws and ordinances of the Township of Hamilton.
- E. The Hamilton Township Police Department does have jurisdiction and enforcement authority within the community.
- F. Conduct
 - ✚ All persons must conduct themselves in a courteous manner.
 - ✚ Verbal or Physical misconduct, which includes, but is not limited to, boisterous, loud and offensive behavior is not permitted and will not be tolerated. Any misconduct may result in suspension of privileges.
 - ✚ Homeowners shall be held responsible for their actions and the actions of their guests, and any damage to any portion of the Common Area or Recreational Common Area caused by themselves or their guests shall be repaired at the expense of such Homeowners. Guests of residents are not permitted in the Clubhouse nor are they permitted to use any Recreational Area, unless accompanied by a Resident.

- ✚ All activities are prohibited in the retention and detention basins, including but not limited to fishing, ice skating and swimming.
- ✚ Solicitors/peddlers (of any kind) are not permitted within the Community. Please report any solicitors/solicitation to the Association Management Office immediately.
- ✚ Hunting, trapping or killing of wildlife within the Property is not permitted.

V. Entrance Gates – Sedona Blvd & Monte Carlo Dr

Instructions will be provided separately.

VI. Key Fobs

The Enchantment at Hamilton utilizes a key fob access system to gain entry to the Clubhouse, and in the near future, to gain entry to the community through the main entrance on Sedona Blvd and the Monte Carlo Drive gate. The initial issue of key fobs (2 key fobs per home) was completed at the time of homeowner closing. These key fobs are registered to the recorded Property Owner(s) within the Enchantment Community. They allow access to the Clubhouse and both entry gates. If there are more than two full-time residents in the home, additional homeowner key fobs may be purchased at a cost of \$50 each from the individuals listed below. Key fobs that are ordered but not picked up within 30 days will be deactivated and returned to inventory.

Homeowners may purchase additional key fobs for family or guests who frequently visit. These key fobs will allow gate access only – they will not allow access to the Clubhouse. The present cost is \$50 per key fob. The homeowner of record is the only person who may request, sign for, and be issued a key fob.

- ✚ **When selling a home in the community, ALL key fobs must be transferred to the new homeowner(s). If no key fobs are transferred they will be deactivated and the new homeowner(s) will be responsible for the purchase of new key fobs. The persons listed below must be contacted at the time of re-sale so the new homeowner(s) names can be recorded into the database.**

The key fobs are warranted to be free from defects upon distribution; however, this does not apply if accident, abuse, misuse, misapplication, modification, negligence or opening of the key fob has damaged the product. Key fobs that are non-functional may be turned in to the individuals listed below for free replacement. Any key fob needing replacement due to neglect will result in a \$50 charge to the homeowner, due at the time of delivery.

- ✚ **It is recommended that you do not attempt to open the key fob, as this may cause damage and result in your having to purchase a new one.**

Dead batteries will be replaced by one of the persons listed below at a cost to the homeowner of \$2.00 per battery.

If a key fob is lost or stolen, you need to report it. The key fob will be immediately deactivated from the system. A new key fob can be issued at a cost of \$50.

VII. Snow Removal

In order for the snow plow trucks to effectively and efficiently clear the roads, all vehicles must be parked off the street to facilitate street plowing until after the roads are fully plowed. Additionally, to fully clear the driveway, the vehicle must be removed from the driveway. If need be, park your vehicle in the clubhouse parking lot until the snow contractor has cleared your driveway. After the snow stops and the roads are cleared, the snow contractor will then plow the clubhouse parking lot so you can retrieve your vehicle. Your vehicle needs to be removed from the clubhouse parking lot, as soon as possible, so that the snow contractor can plow all the spaces.

The snow contractor will clear the sidewalk near your home to ensure that you can safely enter/exit the home. The common area sidewalks will be cleared once all homeowner properties are cleared of snow. Please be cautious when walking on the common area sidewalks until such time as they are fully shoveled.

 **SNOW MUST NOT BE SHOVELED OR BLOWN BACK INTO THE STREET
in accordance with the ordinances of Hamilton Township!**

VIII. Individual Home/Property

- A. No structure of a temporary character, trailer, recreation vehicle, tent, boat, boat trailer, camper, shack, barn, dog house or other outbuilding shall be used on any property at any time.
- B. No wall, fence, tree, hedge or shrub planting which obstructs or impairs sight triangle easements shall be placed or permitted to remain on any corner lot. No property boundary lines may be marked by cinder blocks, bricks, hedges, shrubs, fences or fence-like structures of any kind, excluding such materials as have been installed by Robertson Douglas Group.
- C. No Homeowner or Resident shall build, plant or maintain any matter or thing (including without limitation, any plants, lawn ornaments, additions, alterations, improvements to any home) upon, in, over or under the Property (which includes the Common Area) without the prior written consent of the Board of Trustees of the Association or its designee (i.e. Architectural Control Committee "ACC"). Maintenance of such planting, including replacement, re-mulching, shall be the responsibility of the Homeowner or Resident.
- D. Grading on individual property or any Common Property may not be altered so as to affect drainage pattern characteristics (i.e., patio, home extension, etc.) without the prior written consent of the Board and the Township. Vegetation within any Common Area may not be altered so as to affect property characteristics without prior written consent of the Board. In the event that a drainage pattern or vegetation characteristic is altered without Board Approval, the Homeowner/Resident will bear the entire expense of restoring the damaged area to its original state.
- E. There shall be no digging or earth removal, or similar operations of any nature whatsoever on any Property without first obtaining permission from the Board of Trustees of the Association or its designee (i.e. Architectural Control Committee).
- F. Nothing shall be done to any home which will impair its structural integrity. No Homeowner/Resident may make any structural additions, alterations or improvements to his home without relevant permits and inspections, the prior written approval of the Board of Trustees of the

Association or its designee (i.e. ACC), nor shall they impair any easement without the prior written consent of the Board of Trustees of the Association or its designee (i.e. ACC), subject to the right of appeal to the Board and as provided in the By-Laws.

- G. Nothing contained herein shall be construed or interpreted to prohibit the reasonable adaptation of any home for access or use by a handicapped person.

A. Trash

1. Trash receptacles/recycling bins (i.e. metal or plastic cans) are not permitted to stand or be stored along the outside wall of the home. All trash receptacles are to be kept from public view and stored in the garage when not curbside for trash pickup.
2. No trash or recycle materials may be placed curbside earlier than 6:00 p.m. the evening before trash or recycle collection. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. Kitchen waste shall not be placed curbside in bags or boxes but must be kept in trash containers with lids.
3. Empty containers must be removed from the street the day of collection.
4. Brush left curbside will be picked up during regular garbage collection.
5. Homeowners/Residents must appropriately arrange for the collection of other materials and should contact Hamilton Township or access Hamilton Township's website at www.hamiltonnj.com for further information.
6. Any contractor, repairman or other person retained by a Homeowner/Resident to perform work on any home or Common Property shall clean up all rubbish at the conclusion of each workday. Any damage caused to common property must be remedied with the common property returned to its original condition.

B. Home/Property Appearance

1. No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Property.
2. Nothing shall be permanently hung, affixed, painted or displayed on the outside of the windows or placed on the outside walls or outside surfaces of doors of any Homes without the prior written consent of the Board or its designee (i.e. ACC).
3. No signs, awnings, canopies or shutters (except for those heretofore or hereinafter installed by the Developer) shall be affixed or placed upon the exterior walls or roofs of any part thereof, nor relocated nor extended, without the prior written consent of the Board of Trustees of the Association or its designee (i.e. ACC)
4. The display or use of items visible in the interior of any home from the exterior thereof shall be subject to the Rules and Regulations.
5. Homeowners/Residents shall not cause or permit any signs to be displayed on the Property advertising the sale or lease of their Homes except that one such sign may be displayed in an inside window.

6. The Board may allow the placement of temporary signage, of a reasonable and unobtrusive size, on the Common Property by those Vendors who are providing services to the Common Property. The Board, in its sole discretion, may permit one Vendor's sign and deny another's request for signage, as well as, without reason, require removal of signage previously approved. This does not apply to individual homeowners/residents or any Vendors privately contracted by the homeowner/resident.
7. Signs for any other purpose are prohibited except as may otherwise be provided by the Rules and Regulations. The Board shall have the right to immediately cause the removal of any sign violating this provision and obtain, in addition to any penalties which might otherwise be imposed by the Association, all costs incurred by such removal.
8. Draperies, blinds, curtains or other window coverings must be installed and maintained by each Homeowner/Resident on all windows of his home with the exception of the Sunroom.
9. The homeowner is responsible for maintaining their landscape beds such as weeding and trimming of bushes as well as watering of landscape and lawns.

IX. Non-Recreational Common Grounds

A. Motor Vehicles, Traffic, Parking

1. Parking
 - a. On-street parking is permitted, but there is no parking permitted in front of fire hydrants and mailboxes.
 - b. No vehicle may be parked at any time within 25 feet of street corners or street entry islands. Parking within the cul-de-sacs MUST not impede Emergency or Municipal vehicles .
 - c. Parking must never prohibit the passage of any Emergency, Law Enforcement or Service vehicle.
 - d. The Clubhouse parking lot may be used for overnight parking of Guests or Homeowners/Residents.
2. No recreational vehicles (i.e. trailers, boats, mobile homes, etc.) are permitted to park within the Property (i.e., parking lots, streets or driveways). Requests for temporary exceptions which would allow for short-term use of the Clubhouse parking lot for Recreational Vehicles should be submitted in writing to the Property Manager and the Board.
3. The speed limit on all streets within Enchantment at Hamilton is Twenty-Five (25) miles per hour. All signs at intersections **MUST** be observed.
4. Bicycles are considered vehicles and must travel on the roads within the Community (not sidewalks or walking paths). The same as an automobile, they must observe all STOP signs and must travel on the right hand side of the roadway. Bicycles must be equipped with a head light for night riding. Bike riding is prohibited within the Tennis Court Area and on the walkways within the Recreational Common Areas (patios, pool area, tennis courts, bocce courts, gazebos, etc).
5. Skateboards, rollerblades and scooters are not permitted on sidewalks or walking paths, or within the Tennis Court Area or on the walkways within the Recreational Common Areas (patios, pool area, tennis courts, bocce courts, gazebo, etc).
6. Motorized scooters, go-carts and any similar motorized vehicles are prohibited; **EXCEPT for those designated as electric wheelchairs, mobility scooters, etc. for the purpose of assisting with a**

personal handicap. These devices should not be used by anyone other than the handicapped individual.

7. Commercial vehicles are not permitted to park overnight in a home driveway or on a Community street except for those vehicles temporarily on the Property for purposes of servicing the Property itself or the Homes.
8. All vehicles parked on the Property must have license plates, current registrations and must be in working order. Automobile repairs should be limited to the garage and automotive waste must be disposed of properly.

B. Pets

1. Only domestic pets are permitted in the Homes and on the Lots. No exotic pets, poultry, reptiles or livestock of any kind shall be kept or bred on any Lot, other than standard household pets.
2. Walking of pets on the walking paths *within the Recreational Common Area is prohibited*. Walking of pets on streets, sidewalks and on walking paths within any of the non-Recreational Common Areas is permitted. Pet walkers must give the right-of-way to other pedestrians and **MUST IMMEDIATELY CLEAN UP PET WASTE.**
3. Dogs and cats may not roam unleashed anywhere within the Community. This includes a Homeowner's Lot and is subject to the following:
 - ☞ Pets may not be allowed to remain outdoors overnight
 - ☞ Pets may only be allowed to remain outdoors if on a leash and supervised by a Homeowner/Resident.
4. The maximum length of a leash shall be six (6) feet.
5. Outdoor runs or pens are not permitted.
6. No more than 2 dogs and cats in the aggregate are permitted in each home.
7. Homeowners/Residents are responsible for curbing their dogs and removing all pet waste IMMEDIATELY from private or Common Areas or the homeowner may be subject to fine per Hamilton Township ordinance. Pet waste should be disposed of in the household trash of the pet owner.
8. Pet owners must make every effort to prevent their pets from urinating on any other Homeowner's Lot.
9. All rules pertaining to pets (as stated in this paragraph) are also applicable to those pets belonging to visitors of the Homeowner/Resident.

X. Recreational Areas

A. Identification:

Homeowners/Residents must have the proper form of identification, as specified by the Association, allowing use of the Recreational Common Areas. Failure to produce such identification may require the

person or persons to be asked to leave the premises until they can produce the required identification (Gate Access Card, etc.) as determined by the Association.

B. Guests (General)

Guests are allowed to use the Recreational Common Areas only if in the presence of their sponsoring Homeowner/Resident. Each Household will be provided four (4) guest passes to use the facilities at any one time. Guests must have their proper I.D. available at all times while in the Recreational Common Areas. Limitations on Guests per Household are as follows:

☞ Outside recreation (tennis, etc)	4 guests
☞ Fitness Centers	1 guest
☞ Other Clubhouse Activities	4 guests
☞ Pool	4 guests - <i>homeowner may also borrow passes from another homeowner, with no need for the lender to be present</i>

C. Rules & Regulations Common to All Activities

1. Use

Use of the recreational facilities is restricted to Homeowners/Residents in Good Standing and their Guests. All Homeowners/Residents must have their appropriate Resident ID and Guests must have their Guest passes available when using the facilities.

2. Conduct

All persons using the Recreational Common Areas must conduct themselves in a courteous manner. Disorderly Verbal or Physical conduct will not be tolerated and may result in suspension of privileges.

3. Alcoholic Beverages

Alcoholic beverages, limited to beer and wine, may be consumed in the Clubhouse and Recreational Areas, subject to the following:

- ☞ No hard liquor is permitted.
- ☞ Anyone consuming beer/wine in these, and any, Common Areas of the Community, must be at least 21 years old;
- ☞ Beer/wine are NOT permitted in the Library and are NOT permitted in the Fitness Center;
- ☞ No beverages of any kind should ever be placed on the Billiards tables;
- ☞ Those consuming beer/wine are reminded of their obligations regarding conduct and behavior. Those who cause damage to common property will be required to provide restitution.
- ☞ No alcoholic beverages are allowed within the fenced-in Pool Area without Board permission.

4. Recreational Rule Enforcement

Where prohibited conduct occurs on Common Properties and Facilities, the Board and/or its designee may suspend the responsible Homeowner's/Resident's privileges to use such Common Facilities for a period not to exceed 30 days.

5. Equipment

All recreation equipment must be returned to the designated storage areas immediately following each use. However, if other players are waiting their turn to play, the equipment must be given to

them for their use. The last person using the equipment must return it in good order to the designated storage area.

6. Radios/Televisions

Portable radios and televisions are allowed in the Recreational Common Areas, providing that radios and televisions for individual use are equipped with earphones and cannot be heard by others.

7. Smoking

Smoking shall only be permitted in designated areas of the Recreational Common Grounds and Facilities and is not permitted anywhere in the Clubhouse building or within the enclosed Pool Area.

8. Food/Beverage

Food and beverage, with the exception of bottled water, are only allowed in designated portions of the Recreational Common Area. Where allowed, beverages must be in unbreakable containers. Please refer to specific rules on food/beverage for the Clubhouse, Pool and Tennis Courts in the sections below.

9. Outside Vendors

Only committee sponsored vendors are permitted and must be approved and authorized by the Board.

10. Animals/Pets

Service animals for the disabled are permitted in all clubhouse and recreational areas. Pets, whether leashed or being held, are not permitted in the Clubhouse or Recreational Areas.

11. Scheduling Use of Clubhouse Rooms & Recreational Facilities

(e.g. Tennis, Bocce, Horseshoes, Clubhouse Rooms)

A scheduling system and procedure will be available through the Clubhouse Committee. To schedule the future use of a Clubhouse or Recreational Facility, such system and procedure must be used. Additionally, the following basic rules apply.

- ☞ Homeowners/Residents may schedule the use of a facility as set forth in Clubhouse Guidelines.
- ☞ Scheduled use has priority over non-scheduled used.
- ☞ Non-scheduled use shall be on a first-come, first-serve basis.

Homeowners/Residents may bring guests according to guidelines above entitled "Guests".

D. Clubhouse

1. Hours

The Clubhouse is open from 5:00 am to 12:00 am. The security system is set so that Entry/Exit outside of these hours will set off the alarm.

2. Maximum Occupancy

The maximum occupancy for the Clubhouse is 204 people.

3. Scheduling of Meetings and Functions

Prior scheduling approval (which will not be unreasonably withheld) must be obtained from the Clubhouse Committee for any events in the Clubhouse or in the Common Recreational Area.

☞ **Room Rental**

The Clubhouse and Common Recreational Areas will NOT be available to be rented or used for non-Enchantment@Hamilton events.

☞ **Scheduling System**

A Master Calendar will be maintained on the Enchantment website for the scheduling of meetings and events. Scheduling of rooms for functions/events is accomplished through the Clubhouse Committee. First-time events/functions must have HOA Board approval before the Clubhouse and/or Common Recreational Areas can be utilized.

Association Business has priority over Homeowner/Resident business as follows. All regularly scheduled Board meetings will have priority for room use, followed in priority by Board-authorized Committees, followed in priority by Clubs and other Homeowner/Resident business or events. Otherwise, use is on a first-come, first-serve basis. The Board and Board-authorized Committees will make every effort to schedule room use for their meetings as far in advance as possible, at least one (1) week in advance.

4. Bulletin Board

The Enchantment@Hamilton bulletin board (designated as such) in the Clubhouse hallway shall only be used for materials, information and notices concerning meetings, functions and events sponsored by the Enchantment@Hamilton (Board, Committees and Clubs).

The second bulletin board shall only be used for public notices, volunteer opportunities and items for sale by homeowners/residents. Business advertisements are not permitted. Dated material will be removed and discarded within five days after the event. Non-dated material will be removed and discarded after two months.

5. Property Manager

Contact information for the Property Manager is posted on the Bulletin Board.

6. Attire

Proper attire must be worn while in the Clubhouse and/or while using any Clubhouse facilities. Wet bathing suits are NOT permitted in any Clubhouse areas except for the Locker Rooms and Restrooms. Bare feet are not permitted anywhere in the building including the locker rooms. Men and Women must wear shirts or other tops when dry bathing suits and footwear are worn in the Clubhouse. Other specific rules regarding attire in specific areas (pool, fitness, etc.) are further noted in those sections.

7. Bicycles

Bicycles are not to be left in front of the Clubhouse, nor brought into the Clubhouse, Pool or recreational Areas. Bicycles should be left in the racks provided in the Clubhouse parking lot. Bicycles stored in these racks will be at the risk of the bicycle owner.

8. Food/Drink in Clubhouse Building

Food and drink are permitted in the Clubhouse Building subject to the following:

- ☞ Food or beverages are not permitted in the Library.;
- ☞ Food or beverages should not be placed on the Billiards Table;

- ☞ Food, beer and/or wine are not permitted in the Fitness and Rejuvenation Rooms. Approved beverages must be in unbreakable containers.
- ☞ Homeowners/Residents must clean up after food/beverage consumption.

E. Fitness Room/Rejuvenation Room

Use of the Fitness Room and Rejuvenation Room will be on a first-come, first-use basis. Use must be limited to 30 minutes when others are waiting for the equipment.

- ☞ Equipment may not be operated by anyone younger than 19 years old.
- ☞ Users should consult their physicians for exercise recommendations.
- ☞ Users should wipe down the equipment before and after use.
- ☞ Those using exercise equipment do so at their own risk. It is strongly suggested that those exercising should always use the “*Buddy System*” and have another person present while they use the equipment.
- ☞ Proper attire must be worn, at all times, including tennis shoes or sneakers and shirts.
- ☞ Where required and posted, sign-in sheets must be used.

F. Billiards Room

Use of the Billiards Room will be on a first-come, first-use basis. Use of billiard table should be limited to 60 minutes when someone is waiting.

- ☞ No one under 19 years old may use the billiards tables and equipment.
- ☞ Food or beverages should never be placed on the billiards tables.
- ☞ The Billiards Room should be left clean and equipment put away after use.

G. Library/Computers

- ☞ Borrowing books is on the honor system. Books should be returned to the designated area.
- ☞ Use of Library computer is limited to thirty (30) minutes when others are waiting.
- ☞ Computers can only be used by those 19 years or older.
- ☞ Card playing is not permitted in the Library.
- ☞ Food or beverages are not permitted in the Library.

H. Locker Rooms

Lockers are available for use by all Homeowners/Residents and Guests on a first-come, first-serve basis while Homeowners/Residents and Guests are using the Common Recreational Area. Lockers should be emptied immediately after use out of consideration for others who may need to use a locker. Those using lockers do so at their own risk. No overnight use of a locker is permitted.

I. Kitchen

1. Individual Homeowners/Residents may use the kitchen.
2. HOA events have priority over individual kitchen use. HOA events and/or individual use should be scheduled through the Clubhouse Committee.
3. Except for authorized committees, all food must be removed from the refrigerator at the end of each day. Any food left behind may be discarded.

4. The kitchen, counters, sink and all appliances must be cleaned after each use.
5. All garbage from the kitchen area must be properly contained and removed after each kitchen session. Garbage should be brought out to the Clubhouse garbage bin.
6. The dishwasher must be emptied after each use. Insure utensils, pots, dishes, etc. are clean and return these items to their proper location, according to the kitchen cabinetry schematics posted in the kitchen.
7. Removal of any appliances, utensils, glasses, dishes, pots, pans, etc. from the kitchen service area, are prohibited.
8. Anyone using the kitchen understands the potential dangers associated with using kitchen appliances and utensils and does so at their own risk.
9. Any damage or appliance malfunction should be reported to the Property Manager and Clubhouse Chairperson.

J. Grill

- ✚ The commercial grill is available for use for groups of 5 people or more. Use of the grill will be at your own risk and must be in accordance with safety instructions provided. There is a gas gauge on the tank. If gas is needed, purchase it and submit the invoice, through the relevant committee, to the Treasurer for reimbursement
- ✚ Instructions for lighting and cooking on the grill must be followed
- ✚ Grill should be at least 10 feet from the Clubhouse building when being used.
- ✚ Grill should NOT be under the Clubhouse overhang when in use.
- ✚ Residents using the grill are responsible to warn others nearby, particularly children, of the grill being in use.
- ✚ Care should be taken to keep the patio clean when using the grill and after use.
- ✚ Cleaning instructions MUST be followed. It is vital that the grill be properly cleaned after each use. If a first person is using the grill and no other resident will use the grill that day, then the first resident must clean the grill. If a second resident wants to use the grill after the first resident, the first resident can forgo cleaning the grill ONLY if the second resident agrees to assume responsibility for cleaning of the grill.
- ✚ The fire extinguisher must be near the grill when in use.
- ✚ The grill should be shared with other residents if necessary. The size of the grill will provide more than one resident at a time can use the grill, rather than “taking turns”.

K. Bocce

1. Court play hours: 7:00 a.m. to ½ hour before dusk. Daily
2. Tournament play has priority over individual homeowners use. Guests may play only if accompanied by a Homeowner/Resident.

3. Equipment must be returned to the proper storage area.
4. Bocce can be played only when courts are dry.
5. If other residents are waiting, play must be limited to one hour or completion of one game.
6. No bare feet. Appropriate footwear must be worn.
7. Portable seats, drink containers and trash of any kind must be removed from the court and area after play.
8. Food is not permitted in the court area. Beverages must be in unbreakable containers.
9. Courts must be left in playable condition after play.

L. Tennis

1. Court play hours: 7:00 am to dusk. Daily.
2. Tennis courts are to be used for tennis only. For example: roller skating, bike riding, skateboarding, etc. will not be allowed.
3. Guests may play only if accompanied by a Homeowner/Resident.
4. Reservations;
 - ☞ Association play has priority over individual homeowner's games;
 - ☞ Reservation calendars are found at the Hospitality Desk in Tennis folder;
 - ☞ A homeowner/resident can only reserve one time slot daily;
5. Time Reservation: 1 hour for singles, 1 ½ hours for doubles. If residents are waiting, play cannot be extended. You will lose your reservation if you are not on the court within 10 minutes of your scheduled start time.
6. Tennis sneakers (i.e., court-soled sneakers specifically designed for tennis) are the only footwear permitted.
7. Drink containers, used balls and trash of any kind must be removed from the court and area after play.
8. Portable seating is allowed outside of court fencing only.
9. Food is not permitted within the court enclosure. Beverages must be in unbreakable containers.
10. Only active participants are to be on the courts during play. Spectators must stay outside the fenced area.


M. Swimming Pool

Swimming will be permitted during the designated swimming season. Please refer to the Pool Rules at the end of this document.

XI. Architectural Control Committee (ACC)

A. Application Procedures –Architectural Property Modification Process

1. Homeowner obtains “Homeowner Checklist” attached to the Property Modification Form (PMF) from the Front Desk at the Clubhouse or from the Enchantment website. This “Homeowner Checklist” form will expedite the application provided all information is attached to the application. Any ACC questions, please call any member of the Architectural Control Committee (ACC).
2. Homeowner returns completed “Homeowner Checklist” and Property Modification Form to the ACC (drop-off folder at Front Desk in Clubhouse), with accompanying sketches (with dimensions), proof of contractors insurance, etc. If a modification requires a Township permit, such as driveway or sidewalks, upon approval of the application, the Homeowner must apply to the Township for a permit and a copy of the permit must be sent to the ACC prior to work being started; and the permit is to be posted and made available to the ACC members during the final inspection.
3. The ACC reviews the application and supporting documents to ensure all required paperwork has been submitted. Upon approval, the Homeowner will receive a “Notice of Approval to Homeowner”. The initial approval notice that the Homeowner receives will indicate a pre-completion site visit is required. The approved application grants permission for an ACC member to make a site visit at any time.
4. If information is missing, the “Homeowner Checklist” form, along with the Application, will be returned to the Homeowner requesting the missing information.
5. If the application does not meet respective guidelines, the ACC will deny the application, and will forward the application to the Board of Trustees for their review. Upon the outcome, if the Board of Trustees denies the application, the Board notifies the Property Management Company for the Homeowner to receive a letter of denial.
6. Only upon receipt of the “Notice of Approval to Homeowner” can the Homeowner start the modification.

 **All approved modification requests are good for six (6) months.
Beyond that, the request must be resubmitted.**

7. Upon completion for patio/landscaping modification, the homeowner must return to the ACC the “Standard Guidelines for Patio/Landscape Modification” form with the required signatures. (This form is returned along with the “Notice of Approval to Homeowner” form.) The return of this form warrants a site visit for verification that modification was completed in compliance with the approved application, which will finalize the request.
8. Upon completion of the modification for all other requests, the Homeowner must contact the ACC by calling any member of the ACC, to advise that the modification is complete and a site visit can take place for verification that modification was completed in compliance with the approved application.
9. After the site visit, the ACC contacts the Homeowner to advise that modification either meets approved criteria or to advise that modification does not meeting approved criteria.

- a. If the modification meets approved criteria, the ACC notifies the Homeowner of approval by sending them a “Notice of Completion” form, which will finalize their request.
- b. If the modification does not meet approved criteria, the ACC notifies the Homeowner by letter that the modification does not meet the approved criteria, and is given 10 days to respond.
- c. If the ACC does not get a response within the 10-day period, a copy of the notice to Homeowner is then forwarded to the Property Management Company, requesting that a violation letter be sent to the Homeowner with a deadline to conform.
- d. If the Homeowner is cited for an ACC violation/condition of any type, and is making a new application for a different type of modification, this “new application” will be held denied/pending until the violation/condition issue is resolved in accordance with the ACC Rules and Regulations.

B. Landscaping, Lawns, Planting Beds, Borders and Driveways

1. No digging or earth removal is permitted without prior WRITTEN APPROVAL FROM THE ACC, via the Architectural Modification Process. The homeowner is also required to call the NJ UNDER-GROUND UTILITY MARK-OUT SERVICE at 1-800-272-1000.
2. Where lawns are present, no substitution (gravel, stones or other ground covers) shall be allowed. Lawns are to be kept free of OBSTACLES so as to allow Landscape Contractor to maintain the turf.
3. Seasonal planting of flowers is limited to foundation beds. One for one REPLACEMENT OR CHANGE OF AN EXISTING SHRUB DOES NOT REQUIRE ACC APPROVAL.
4. Additional shrub plantings are limited to foundation beds. No plantings are permitted around the mailbox posts.
5. Plants/Flowers/Shrubs planted within the foundation beds must be pruned and maintained by the Homeowner, so as to allow the Landscape Contractor to maintain the turf.
6. Replacing mulch with decorative stones in foundation beds must have mandatory protection borders (may consist of metallic, rubber, vinyl, or masonry materials) that prevent stones from grass area, and must approved via the ACC. No wood or wood based products allowed as protective borders.
7. No fruit bearing trees are allowed. Any trees or shrubs planted by Homeowner shall be maintained by them and limited to a 5 ft. setback (space permitting) of property boundaries of the Homeowner. Prior to planting, the Homeowner REQUIRES PROPER WRITTEN APPROVAL FROM THE ACC, via the Architectural Modification Process.
8. Evergreens are permitted around the patio with the following restrictions: - Cannot be taller than 7 ft. and must have an exit path of at least 4 ft., preferably at the rear of the patio. Plan must be approved by the ACC, via the Architectural Modification Process.
9. No weeds, vegetation, rubbish, debris, trash or other waste material shall be placed or be permitted to accumulate on any property which would be unsanitary, unsightly or offensive. This includes natural tree areas and all common property.

10. Only four (4) decorative items are allowed in the front of foundation beds (mulched areas only). For example:

- 1 small park bench
- 1 decorative statue (no higher than 30" and base no longer than 24")
- 1 small lawn ornament
- 1 small decorative flag (14" x 24")

Decorative borders outlining foundation beds are permitted on a case by case basis provided they are not wood or wood based, and are less than eighteen (18) inches high.

11. Garden wall, outlining front foundation bed only, is permitted, must be limited to 18: in height and may not exceed 3 feet beyond the sideline of the house. No wood or wood based products are allowed.

12. Driveway expansions are not to extend beyond the outside width of garage walls.

C. Patio Regulations

The Architectural Control Committee (ACC) and Enchantment@Hamilton (EAH) Board of Trustees will enforce the Patio Regulations as specified in this policy.

1. All patio installations must be requested via the Architectural Modification Process.
2. Patio regulations for all homeowners are also subject to all Hamilton Township rules, regulations, codes and guidelines.
3. If the impervious land use is at the 50% maximum allowable, a patio may be constructed of permeable pavers only, (treks is not acceptable) and not to exceed an area of more than 250 sq. ft, inclusive of your existing patio, (sitting walls are calculated as patio surface to be inclusive of the 250 sq. ft.
4. Patios constructed of concrete (stamped concrete included) or any other impervious surface material, cannot exceed the impervious standard of 50%, and not to exceed 250 square feet inclusive of your existing patio (sitting walls are calculated as patio surface to be inclusive of the 250 sq. ft). In no event shall the maximum impervious coverage on a lot exceed 50%.
 - a. Patio may contain a sitting wall not to exceed a height of 24" above the patio surface. Additionally, there must exist a 4' unobstructed opening in the wall toward the rear of the patio.
 - b. In no event, shall a patio extend beyond the sideline of any home, nor encroach beyond setback restrictions of the 15' setback of rear yards as established by applicable regulations and ordinance Section 160-255 (i)(8)(3)a.7. (see "Statement" attached to Property Modification Form).
5. The Homeowner must sign a release form which acknowledges his/her responsibility to make certain that the proposed patio will not cause adverse impact to his or neighboring properties (e.g., excessive storm water run-off and drainage problems) and that any such impact will be his/her responsibility to correct.

6. All applications for patio extensions must be accompanied by an engineer-signed plot plan showing impervious land use calculated by the township engineer.
7. As stated in Item 4 above, actual maximum size of the patio will be determined by:
 - a. Homeowners lot size,
 - b. Impervious land use of lot,
 - c. Hamilton Township land use codes (e.g. Building Setback Codes).
8. Homeowner is responsible for sprinkler system relocation and the cost of relocation.
9. Patio materials permitted are: concrete, stamped concrete, pavers, slate, river gravel or stone.
10. Patio design features may include benches; fire pits not permanently built-in, steps, multi-level on a case-by-case basis for ACC and Board of Trustees review, lighted pavers, chiminea with ember arrester and small fountains.
11. Pillars, overhead trellises, pergolas, arbors, etc. will be considered on a case-by-case basis.
12. No decks of any type area allowed.

D. Exterior

1. No portion of the exterior of the home may be changed without prior written approval from the ACC, via the Architectural Modification Process and Hamilton Township, where applicable.
2. Porches and patios may not be used for storage; this excludes grills and patio furniture. Patio storage containers no higher than 30 inches and no wider than 48 inches are permitted.
3. Storm doors are allowed. All doors will be a full view (Pella, Anderson, Larson, etc). No frosted or etched glass allowed on storm doors. Beveled glass is allowed. The color of the storm door may be either white or coordinate with the color of your front door, siding or shutters. Brass kick plates are acceptable.
4. Lighting: Motion sensor lights may be placed on the rear of the home. All flood lights must be facing in a downward direction as to not disturb neighbors. Landscape lighting is limited to eight (8) lights in the front foundation beds. Accent lighting must be low voltage and not more than 12 inches in height and requires approval of the ACC.
5. Clothes lines are not permitted as per Homeowners Manual.
6. Awnings: Retractable only are allowed.
 - a. Rear only – Patio retractable awning is permissible upon approval by the ACC. Modification request must be submitted.
 - b. Awnings may be solid or striped colors. Color(s) must coordinate with and be approved by the ACC. Color swatch or picture of color must be included with Modification Request in order to be approved.
 - c. Size of awning should conform to ratio. Size of awning shall be submitted with application.
 - d. Must be professionally installed with proper approval and specifications. ACC recommends motorized awning.

- e. Must be maintained to proper like-new condition. Replace if awning becomes torn or faded beyond original color.
 - f. Side curtains are allowed. They must be removable at season's end and rolled up when not in use.
7. Decorative flag poles are permitted in landscape beds only, with a maximum height of 8 feet.
8. Seasonal Decorations:
- a. Holiday decorations of a temporary nature are permitted on the front of the home and in the foundation planting beds. Decorations are permitted to be displayed FOUR WEEKS PRIOR TO A HOLIDAY AND MUST BE REMOVED NO LATER THAN FOUR WEEKS AFTER THE HOLIDAY HAS PASSED.
 - b. Decorations shall not be permanently affixed to the home or on rooftops.
 - c. Additional outdoor lighting may be used only as a temporary decoration during the holiday period.
 - d. No inflatable decorations are permitted as they present a potential safety hazard.
9. Satellite Dishes:
- a. The installation of a Satellite Dish is permitted and is subject to all Hamilton Township Ordinances.
 - b. The dish must not be viewable from the front of the house.
 - c. It is the Homeowners responsibility to check for and comply with Hamilton Township Ordinances.
10. Sports Equipment: Sports equipment may not be permanently affixed and must be stored out of sight during the off-season.

Appendix A - Complaint Process

The Complaint and Enforcement Process described on the pages which follow, has been assembled from the Rules, By-Laws and Declaration of the Enchantment at Hamilton Homeowners Association. It is hoped that our Rules will better help us share this beautiful community and the excellent facilities we have. An understanding of, and adherence to, the Rules should keep complaints and issues to a minimum. In this way, we can spend more time “Living the Dream”.

If you do notice a Rules infraction, you might want to consider alternatives before filing a complaint. In some circumstances, it might be appropriate to simply speak to your neighbor in a nice way about the Rules infraction. Many of us in Enchantment would prefer to simply hear from our neighbor about an issue rather than first learn of it in a formal complaint process, and the alleged Rule violator might respond more positively to this approach. If that does not work, or if you feel uncomfortable approaching your neighbor, you may want to bring it up with a Board member or Committee member who could possibly intervene. Our Board and Committees do not serve as police, but it is possible that your particular concern can be brought up generally at a General HOA meeting and addressed in that manner. Further, although not obliged to do so, some of our Board members and Committee Chairs know many in our Community, and they may volunteer to have word with your offending neighbor.

These are all unofficial, ‘common sense’ ways which you may want to explore before filing a complaint. But for the avoidance of doubt, neither you, nor our Board/Committee members are bound by these unofficial avenues. You have an absolute right to file a complaint and nothing here is intended to dilute that right.

Guidelines on Complaints and Enforcement follow.

A. Complaint Process

All Enchantment at Hamilton residents have the right to effect the enforcement of the provisions of the Declaration, the By-Laws and the Rules and Regulations by filing a written complaint. The written complaint must be sent via U.S. Mail or hand-delivered to the:

President of the Board of Trustees
Enchantment at Hamilton Homeowners Association
2 Sedona Blvd.
Hamilton, NJ 08691

All complaints must be signed. Complaints received after 60 days from the date that the alleged violation occurred will not be acted upon. Complaints will be treated confidentially, and the name or names of those individuals signing the complaint (the Complainant) will not be revealed unless required for the Judiciary process.

Upon receipt of a complaint, the Board shall authorize the conduct of an investigation to be performed by the Board or its designee, such investigation to take place in a reasonable and timely fashion, but no later than 14 days from the date the complaint was received. Exigent circumstances such as those where there exists immediate and/or ongoing harm or threat of harm to person or property need to be handled as matters of urgency. This investigation is intended to establish that an infraction has occurred, or that there is at least a reasonable basis upon which a complaint can be based. If the results of the investigation reveal that the complaint is justified, the Board shall notify the person complained against (Respondent) by issuing that person a written notice of charges and specifications. Such notice

shall contain, as charges, an exact reference to the provision or provisions of the Declaration, the By-Laws or the Rules which the investigation revealed was violated, and as specifications, a description of the act or action, with dates, times, etc., that was found to be in violation. This notice shall also include a preliminary statement of the consequences or sanctions to be imposed, and shall provide the Respondent with the opportunity to appeal the proposed sanctions within 10 days to the Judiciary Committee for an ADR hearing. (See Judiciary Committee and ADR Process below)

If the investigation reveals that no violation occurred, the Complainant will be so notified in writing by the Board, no later than 30 days from the date the written complaint was originally received.

Notwithstanding the above procedures, in instances requiring timely or immediate action, or when filing a written complaint is not practical, any resident may verbally and informally notify another Resident or Guest of a Declaration, Rule or By-Laws violation by approaching the offending party or parties, informing them of the alleged infraction and politely asking that the behavior cease or the action be corrected.

Also, the Board of Trustees (any member or designee) has not only the authority and power, but the duty to enforce the Declaration, the By-Laws and the Rules of the Association at any time.

Please see: Article IV, Section 4 and Article XII, Section 1 of the Declaration; and Article VII, Section 1 (a) and (b) (Powers) and Section 2 (h) and (j) (Duties) of the By-Laws.

In this regard, the Board has the authority, power and obligation to take immediate enforcement action to sanction or order a cease and desist in appropriate instances where, in the opinion of the Board, violations pose an emergency or threatening situation.

B. Judiciary Committee and Alternate Dispute Resolution (ADR) Process

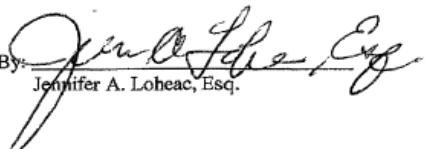
The Judiciary Committee shall function to provide for the alternative resolution of disputes between members, tenants, the Board or any combination thereof. A dispute constitutes a conflict or disagreement regarding a complaint, investigation and/or an appeal of charges and specifications.

Upon receipt of an appeal, notice of a dispute or complaint, the Judiciary Committee shall exercise its powers and duties per Article XVI of the By-Laws and Appendix B – Procedures Regarding Covenants Enforcement and (ADR) Alternative Dispute Resolution (attached).

Appendix B - Alternate Dispute Resolution

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Prepared By:


Jennifer A. Loheac, Esq.

ENCHANTMENT AT HAMILTON HOMEOWNERS ASSOCIATION, INC. (the "Association")

Procedures Regarding Covenants Enforcement and Alternative Dispute Resolution

P R E A M B L E

A. The Declaration of Covenants and Restrictions for the Enchantment at Hamilton Homeowners Association, Inc., (the "Association") as thereafter amended, (collectively, the "Declaration") was made by the Association and recorded on ~~June 10, 2004~~ in Deed Book ~~4772~~ at Page ~~019~~, et. seq. in the office of the Clerk of Mercer County.

B. The Bylaws of the Enchantment at Hamilton Homeowners Association, Inc. (the "Bylaws") were recorded as "Exhibit D" to the Declaration.

C. Article VII, Section 1 (a) of the Bylaws, empowers the Board of Trustees (the "Board") to exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership.

D. N.J.S.A. 45:22A-44, commonly known as the Planned Real Estate Development Full Disclosure Act, governs associations other than condominiums and states: The association shall provide a fair and efficient procedure for the resolution of disputes between individual unit owners and the association, and between unit owners, which shall be readily available as an alternative to litigation.

E. Article XVI, Section 1 of the Bylaws establishes a Judiciary Committee to provide for the alternate dispute resolution ("ADR") between Members, tenants, the Board or any combination thereof which are not within the jurisdiction of the Architectural Control Committee. Section 1 (a) through (f) establishes basic procedures for ADR.

F. Article XVI, Section 4 of the Bylaws provides that any "action, ruling or decision of the Judiciary Committee may be appealed to a court of competent jurisdiction."

G. For the benefit and protection of the Association and of the individual Owner, the Board deems it necessary and desirable to establish and operate by ADR procedures in accordance with provisions of the Declaration, Bylaws, Certificate of Incorporation, or rules and regulations (collectively, the "Association Instruments").

H. This Resolution was duly introduced and was thereafter adopted by the Board in accordance with the Bylaws at a regularly scheduled meeting of the Board, at which a quorum was present, by a vote of the members of the Board eligible to vote on this matter.

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NOW, THEREFORE, BE IT RESOLVED on this 7 day of November, 2008, that the Board hereby adopts the following supplementary procedures to be applied in connection with the enforcement of compliance with the Association Instruments:

1. When ADR is to be Offered. Whenever the Board reasonably determines that a dispute exists between the Association and any member of the Association, or between members of the Association that relates to: (a) the use of a Unit; or (b) an interpretation of the use restrictions, rules or regulations contained in the Governing Documents with respect to the use of the Unit, the use of the Common or Limited Common Elements or (c) the permitted behavior of a member or resident of the Association, and the Board reasonably concludes, with or without the advice of its attorney, that the dispute may result in litigation, the Association will offer a method of dispute resolution as set forth in Article XVI of the Bylaws and more specifically, below. If the parties to a dispute are already in litigation, the Board, with the advice of the Board's attorney, will determine if the dispute is materially different from the one in litigation. If so, the Board may offer ADR. Except in extraordinary circumstances to be determined in the Board's discretion, no complaint will be accepted beyond 60 days of the incident in issue. Where the Board is either Complainant or Respondent, the matter shall proceed directly to the Judiciary Committee.

2. The Judiciary Committee. Article XVI of the Bylaws provides that the Board shall establish a Judiciary Committee ("Committee") to provide for alternative resolution of disputes. The Committee shall include no fewer than three members and no more than seven members at any time and may not include current members of the Board of Trustees. Any member of the Committee having a direct personal or financial interest in a particular dispute must temporarily recuse him or herself from the Committee on consideration of the related matter. In the event that the person suspected of self-interest does not agree and voluntarily recuse him or herself, the person(s) making the allegation shall present credible proof of the alleged self-interest. The members of the Judiciary Committee, other than the person involved, shall take a vote on whether recusal is warranted. The majority decision shall stand. In the event that the Judiciary Committee does not have a majority vote in favor or against, the Board shall alternatively make the decision by majority vote. Anyone who would be disqualified under regulations from serving as a mediator or arbitrator may not serve on the Judiciary Committee.

3. Designation of Method of ADR. In the event that the Board determines the existence of a legitimate dispute between the Association and a Unit Owner (including tenants) or between Unit Owners with respect to a matter described in Section 1 of this Article, the Association, through the Board, shall refer the matter to the Judiciary Committee within 30 days of receipt of the complaint. The Committee shall review the writings and conduct such other inquiry as deemed appropriate. The Committee will offer alternative dispute resolution prior to the commencement of litigation, or, where litigation is pending, upon resolution of the litigation so long as the issue was either not litigated or was litigated but the specific conflict as it relates to the property was not resolved in litigation. At the request of one or more parties, the Committee may satisfy the obligation described in the Bylaws by offering any of the following methods of ADR:

(a) Mediation by a qualified third-party mediator designated by the Judiciary Committee;

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(b) Non-binding arbitration by a qualified third-party arbitrator designated by the Judiciary Committee;

(c) Binding arbitration by a qualified third-party arbitrator designated by the Judiciary Committee;

(d) Mediation by a person or persons who are not specifically trained in mediation, but who have expertise in community association matters, and who have no personal or financial interest in the matter in dispute and who are not Unit Owners.

(e) Mediation by such other person as the Judiciary Committee may designate, including a person who is a Unit Owner, provided that all parties to the dispute consent to the designation of such a person. No member of the Board may act as a mediator or arbitrator.

4. Notice of Acceptance. Following the Board's determination to offer ADR under this Article, the Board shall state same in writing to the Judiciary Committee. The Committee shall, within seven days of receipt of the Complaint, provide written notice to all parties to the dispute by certified US mail, return receipt requested and follow the procedures set forth in Article XVI of the Bylaws, Section 1 (b) and (c). Pursuant to (d) of Article XVI, the notice shall advise the parties of the recommended method of dispute resolution selected by the Judiciary Committee and shall provide a response form indicating whether the person involved in the dispute accepts or rejects the Judiciary Committee's selection. The notice advising a Unit Owner of the designation of a method of ADR will also provide that the Unit Owner must accept the designated method within a specific time period, but in not event less than 10 days following the date of the letter offering ADR. Whenever the expiration date falls on a Saturday or Sunday or legal holiday, the expiration date will be the following business day. If a Unit Owner does not respond or agree to participate in the ADR method offered by the Committee on or before the expiration date, the Unit Owner will be deemed to have rejected the offer. If the Committee selects a method of dispute resolution, and one or more persons involved in this dispute rejects the offer of dispute resolution, the Committee shall hold a formal hearing pursuant to Article XVI, Section 1(e), at the parties' expense.

5. Scheduling of ADR. Upon receipt of acceptance of a designated method of ADR from all necessary and indispensable parties to a dispute, the Committee will offer a minimum of two alternative dates and times for the ADR procedure. At least one of the alternate dates and times will be during non-business hours to accommodate the working schedules of the participants. The location of the ADR procedure will be on the grounds of the Association or at a location reasonably convenient to the participants. The notice of the alternate dates and times for ADR will provide that if a recipient does not respond within five days of the date of the notice, the nonresponding participant will be deemed to have rejected ADR. If the response from the participants does not indicate a mutually acceptable date and time for ADR, the Committee will make one attempt to obtain a date and time reasonably acceptable to the participants, but if unsuccessful in that third attempt, the hearing will be held irrespective of one party's absence. The only exception is if a party shows good cause, such as a medical emergency, for being unavailable for

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that final scheduled date. In the event that the Committee is attempting to reschedule from an originally proposed date, the Committee will make all attempts to reschedule within a span of a month from the originally proposed date.

6. Participation by the Board. If any dispute that is subject to ADR pursuant to this Article includes the Association as a participant in the dispute, at least one member of the Board will be present at the ADR hearing, and the Board will make available such employees or agents of the Association that are necessary in order that the Association fully participate in the ADR Process. If the method of ADR selected is a form of mediation and the dispute involves the Association as a party, the Board will authorize the attending members of the Board to have the power and authority to act on behalf of the Board, but may impose reasonable limitations on the authority and power granted.

7. Procedures. The ADR hearing is intended to be an informal process, despite the form of ADR mechanism chosen. As a result, technical rules of evidence will not apply, provided however, that the person presiding over the ADR proceedings may require the administration of oaths and may exclude irrelevant, immaterial or unduly repetitious testimony or evidence. Any party to an ADR proceeding may, but is not required to, be represented by an attorney. The person presiding over the ADR procedure may also, prior to the ADR hearing, request the parties to produce documentary evidence that the presiding person believes to be helpful or relevant to resolving the dispute.

8. Fees and Costs. When the Committee designates a form of ADR that requires a fee to be paid to the presiding person, the Association will bear the expense of the presiding person. Any expenses to the Association in order to conduct a formal hearing pursuant to Article XVI, Section 1 (e) shall be borne equally by the parties, charged and collected in the same manner as a common expense. The parties shall also be responsible for their own costs and expenses, including but not limited to, representation by private attorneys.

9. Enforcement. Article VII, Sections 1(a) and 1(b) of the Bylaws authorize the Board of Trustees to levy fines and penalties, as same shall be lawfully established, as well as suspend rights and privileges for membership infractions of the Community's rules and regulations. Accordingly, the Judiciary Committee shall be empowered to enforce the findings of the ADR hearing, consistent with the range of fines and penalties the Board shall establish; same which may be amended periodically.

10. Non -Applicability of ADR. Despite anything to the contrary contained in this Article, no ADR need be offered in a matter solely concerning the collection of maintenance fees nor prior to the commencement of any litigation that seeks emergent relief in order to maintain the *status quo ante*.

11. Communication. Notwithstanding the express provisions authorizing the Board's involvement in the ADR process, once a matter is determined to be under the jurisdiction of the Judiciary Committee, the substance of that matter is to be considered exclusively by the Judiciary Committee; therefore, the Judiciary Committee shall make any and all communications necessary to the parties involved. Communications pertaining to a matter shall not be sent to the Board, by the Board or on the Board's behalf. The Board

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shall not be copies on correspondences to the parties. Pursuant to Article XVI, Section 1(e), the Committee shall endeavor, in good faith, to render a decision within 24 hours of the conclusion of the hearing.

12. Construction. This Resolution is intended to serve as protection to Owners and to assure that their rights under and subject to the Association Instruments are protected in an adversary proceeding, and to serve as a guideline for the Judiciary Committee and the Board as those bodies carry out their duties to enforce the Association Instruments and rules and regulations.

13. Conflict. In the event of inconsistency between this Resolution and the Association's governing documents, the Governing Documents shall control. Any inadvertent omission or failure to conduct an adversary proceeding in exact conformity with this Resolution will not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to assure substantial compliance with the steps set forth in this Resolution.

(c) NOTICE AND RECORDING.

The Association's managing agent is authorized and directed to prepare correspondence, in appropriate form and substance, and then thereafter circulate same, along with a copy of this Resolution, to all Owners. The Association also authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the Mercer County Register's Office.

ATTEST:

ENCHANTMENT AT HAMILTON
HOMEOWNERS ASSOCIATION, INC.

Susan M. Simpson
Susan M. Simpson, Secretary

Harvey S. Leder
HARVEY S. LEDER, PRESIDENT

STATE OF NEW JERSEY }

COUNTY OF Mercer }

I CERTIFY that on 11/7, 2008,

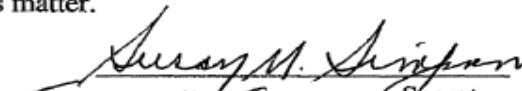
Susan M. Simpson personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ Secretary of _____ Enchantment at Hamilton Homeowners Association, Inc., a nonprofit corporation of the State of New Jersey, named in this document;
- (b) this person signed this document as attesting witness for the proper corporate officer who is Harvey Leder, the _____ President of

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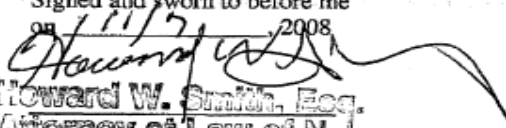
the corporation;

- (c) this person knows the proper corporate seal of the corporation and the proper corporate seal was affixed;
- (d) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees; and
- (e) this person signed this acknowledgment to attest to the truth of these facts.
- (f) this Resolution was duly introduced and was thereafter adopted at a regularly scheduled meeting of the Board of Trustees, at which a quorum was present, by a unanimous vote of the members of the Board of Trustees eligible to vote on this matter.


Susan M. Simpson, Secretary

Signed and sworn to before me

on 11/17 2008


Howard W. Smith, Esq.
Attorney at Law of N.J.

Record & Return To:

Jennifer A. Loheac, Esq.
Greenbaum, Rowe, Smith & Davis, LLP
Metro Corporate Campus One
99 Wood Avenue South
Iselin, NJ 08830

#999033v1--Enchantment at Hamilton--ADR resolution

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END OF DOCUMENT

Mercer County Clerk's Office

Return To:

GREENBAUM ROWE SMITH & DAVIS
P O BOX 5600
WOODBRIIDGE NJ 07095-0988

ENCHANTMENT HAMILTON
HOMEOWNERS ASSOC
ENCHANTMENT HAMILTON
HOMEOWNERS ASSOC

Index DEEDS

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No. Pages 0007

Instrument MISC DEEDS

Date : 1/12/2009

Time : 11:01:34

Control # 200901120340

INST# RD 2009 000874

Employee ID JANGOTTI

RECORDING	\$	25.00
RECORDING	\$	35.00
DARM \$3	\$	18.00
NMD1PA	\$	12.00
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00

Total: \$ 90.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *

Paula Sollami-Covello
Mercer County Clerk



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