

DECLARATION OF RIGHTS, COVENANTS AND RESTRICTIONS

AS TO

HILLTOP AT HIGH BRIDGE

(A Planned Residential Development Community)

This Declaration of Rights, Covenants and Restrictions made and executed by P.B.I. Construction Co., Inc. ("Declarant"), this 1st day of November, 1983, concerns the future development, occupancy, use, operation, administration and management of a certain planned residential development community to be known as "HILLTOP AT HIGH BRIDGE," including the dwelling units, common open space areas and common facilities thereof which are to be located on lands and premises situate in the Borough of High Bridge, County of Hunterdon and State of New Jersey described by metes and bounds description set forth in Schedule A attached hereto.

W I T N E S S E T H :

WHEREAS, the Declarant is now the record owner of the fee simple title to said lands and premises consisting of \_\_\_\_\_ acres located in the Borough of High Bridge, County of Hunterdon, State of New Jersey described in Schedule A attached hereto and made part hereof, which lands and premises are hereinafter referred to as the "Property"; and

WHEREAS, the Declarant desires to develop on the Property a planned residential community consisting of eighty-one single family residential units which shall be attached townhouse

dwelling units located on approximately 3 acres of the Property, together with approximately 11.5 acres of common open space areas; and

WHEREAS, it is intended by the Declarant and it is the purpose of this Declaration of Rights, Covenants and Restrictions to create, establish and impose certain reciprocal rights, covenants, restrictions and obligations with respect to the Property and the planned residential development community and to provide for the operation, administration, management and control of the planned residential development community including its dwelling units, common facilities and common open space areas by the Board of Trustees of a nonprofit, non-stock membership corporation of the State of New Jersey to be known as "Hilltop at High Bridge Homeowners Association, <sup>Inc.</sup>" subject to the terms, covenants and conditions herein set forth;

NOW THEREFORE, the Declarant, as the owner of the Property, for itself, its successors in interest, grantees and assigns does hereby declare and provide as follows:

## ARTICLE I.

## GLOSSARY OF TERMS

When used in this Declaration, the following terms shall have the following meanings:

- (1) ASSOCIATION - The Hilltop at High Bridge Homeowners Association, its successors and assigns - a non-profit membership corporation which shall be the entity responsible for the administration and management of the planned residential development community.
- (2) BOARD OF TRUSTEES - The Board of Trustees of the Association.
- (3) BY-LAWS - The By-Laws of the Association as initially adopted and as amended from time to time.
- (4) DECLARANT - its successors and assigns.
- (5) COMMON AREAS - Areas of the community now or hereafter reserved for the management, operation and maintenance of common facilities as well as all common yards, common open space areas, common walkways, common driveways and common parking areas as shown on any drawings filed with the Planning Board of High Bridge; the fee simple title to said common areas shall be vested in the Association.
- (6) COMMON FACILITIES - All apparatus, installations and improvements now or

hereafter reserved for either common use or common enjoyment of residents of the community.

(7) COMMON\_OPEN\_SPACE

- An area to be devoted by the Association and members of the Association to recreational and conservational purposes, which area may not contain any dwelling units and which area may contain improvements or structures appropriate for the common use and common enjoyment of residents of the Association; the fee simple title to said common open space shall be vested in the Association.

(8) LOT

- A parcel of land, the location, dimensions and boundaries of which are set forth on drawings.

(9) PARTY\_WALL

- A wall which is used for the support of adjoining townhouse dwelling units and which is situated or intended to be situated on the boundary line between townhouse dwelling units.

(10) TOWNHOUSE\_DWELLING\_UNIT

- An independent self-contained dwelling unit attached to one or more similar dwelling units, by not more than two party walls extending from the foundation to the roof and which dwelling unit is located on a single lot.

(11) DRAWINGS

- The engineering drawings on file with the Planning Board of High Bridge and which are the subject of

ARTICLE II  
RULES AND REGULATIONS

1. Residential Units shall be occupied and used only for single family residential purposes.
2. The walkways in front of the buildings, entrances and roads shall not be obstructed or used for any purpose other than for ingress to and egress from the buildings.
3. No exterior of any Unit shall be decorated, painted or modified by any Unit Owner in any manner without prior written consent of the Board of Trustees.
4. No Unit Owner shall make or permit any noises that will unreasonably disturb or annoy the occupants of any of the other Units or do or permit anything to be done which will unreasonably interfere with the rights, comforts or convenience of other Unit Owners.
5. Each Unit Owner shall keep his Unit in good state of preservation and cleanliness and shall not shake, sweep or throw, or permit to be shaken, swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
6. No Unit Owner shall send any employee of the Board of Trustees away from the Property on any private business of the Unit Owner, nor shall he make any demands of said employee for service not authorized by the Association.
7. No radio or television aerial shall be attached to or hung from the exterior of any Unit.
8. No contractor or workman employed by a Unit Owner shall be permitted to do any work in any Unit (except emergency repairs) between the hours of 6:00 p.m. and 8:00 a.m., or on a Saturday, Sunday or Legal holiday, if such work is likely to disturb the occupants of any other Unit, without the prior written permission of the Board of Trustees.
9. Unit Owners shall be held responsible for the actions of their minor children and their guests and any damage to any portion of the property caused by minor children of Unit Owners or their guests shall be repaired at the expense of such Unit Owner.

10. Complaints regarding the management of the property or regarding actions of other Unit Owners shall be made in writing to the Board of Trustees.
11. No Unit Owner shall install, affix, paint on or expose any sign, notice, advertisement, illumination or projection out of the windows or on the exterior, or from said building, or upon it in any place, except as shall be approved and permitted in writing by the Board of Trustees.
12. The Unit Owner shall place all garbage and other refuse matter of their respective premises in watertight bags or other containers as will prevent seepage and odors and place same in the garbage receptacle assigned to that Unit Owner.
13. The Unit Owner shall not do or permit anything to be done that will conflict with the Laws relating to fires or the regulations of the Fire Department or permit or suffer any act or thing deemed extra hazardous on account of fire.
14. The Unit Owner and members of his household, guests, and employees, shall conform and agree to abide by these rules and regulations. The Association reserves the right to make other and reasonable rules and regulations or alterations to these rules and regulations that, in the Association's judgment, may from time to time be deemed necessary for the protection, safety, care and cleanliness of the premises and the preservation thereof, and the general comfort and welfare of the occupants of same.
15. All barbecuing must be done at the rear of the buildings occupied by the Unit Owner.
16. The Unit Owner shall not use an attic or basement as a sleeping area.
17. No Unit Owner shall do any landscaping without the written approval of the Association.
18. No Unit Owner or other party shall park any campers, boats, trailers or trucks (larger than 3/4 ton) in the development, nor shall they store any unused vehicles.
19. No Unit Owner shall fence any portion of their property.
20. No Unit Owner shall hang clothes outside.
21. No sheds of any kind shall be placed in the development.

22. All sporting equipment, toys, outdoor cooking equipment; and other equipment and supplies necessary or convenient to residential living shall be stored within the Unit.
23. No Unit Owner, guest, lessee, resident, occupant, invitee, etc., shall commence any digging or earth moving or re-grading operations of any nature whatsoever without first obtaining permission of the Board of Trustees. This section is intended as a protection against inadvertent disruption of surface drainage, underground services and creation of a nuisance to other property owners.

final subdivision and site  
plan approval relative to  
the Property.

ARTICLE III

NAIUSE DE DEVELOPMENT DE PROPERIY

A. As shown on the drawings filed with the Planning Board of High Bridge, Declarant shall construct or cause to be constructed on the Property eighty-one townhouse dwelling units.

B. All construction shall be accomplished in accordance with the applicable provisions of the Development Regulations Ordinance of the Borough of High Bridge, New Jersey, and in accordance with all applicable governmental rules and regulations.

C. Declarant shall convey a marketable fee simple title to the said eighty-one townhouse dwelling units to members of the general public who, as a result of such conveyance, shall succeed to the rights and privileges and shall be subject to the obligations, responsibilities and duties attendant to membership in the Association as provided for in the By-Laws of the Association and this Declaration.

ARTICLE IV

RESERVED RIGHTS DE DECLARANT

Declarant hereby reserves unto itself, its successors in interest, grantees and assigns, the following reserved rights:

- (a) The right to make additional improvements and to provide such additional common facilities as it considers to be advantageous to the owners of lots and units; however, until such time as three or



more members of the five member Board of Trustees are nominated and elected by the members of the Association as provided in the By-Laws, the Declarant shall make no additional improvements nor provide additional common facilities nor make other purchases or other expenditures which would require any special assessment to be levied by the Board of Trustees under the By-Laws or substantially increase general assessments unless such additional improvements, additional common facilities or other purchases or expenditures are required because of an emergency situation not otherwise provided for or are required by a mortgagee, insurance carrier, title insurance company or governmental authority.

- (b) To change the number of dwelling units to be constructed in the planned residential community, to modify the design and size of such dwelling units, to modify the proportion of the types of such units and to modify lot size, subject to the requirement that any such modification shall require the prior approval of the Planning Board of the Borough of High Bridge.
- (c) To withdraw any portion of the Property located in each section of development hereinafter referred to from the terms of this Declaration.

#### ARTICLE IV

##### PARTY WALLS BETWEEN TOWNHOUSE DWELLING UNITS

A. The general rules of law regarding party walls and liability, for property damage due to negligence or acts of omission shall apply to each party wall which is built as part of the original construction of each townhouse dwelling unit.

B. The cost of reasonable repair and maintenance of any party wall shall be shared equally by the owners of the respective townhouse dwelling units in proportion to the use and benefit thereof.

C. In the event that any party wall between attached

townhouse dwelling units shall encroach into or protrude over an adjoining townhouse dwelling unit lot, the owner of the adjoining townhouse dwelling unit lot shall not maintain any action for the removal of any such party wall nor any action for damages resulting from the encroachment thereof; on the contrary, in the event there is such encroachment or protrusion, it shall be deemed that the owner or owners of the adjoining lot or lots have granted perpetual easements to the adjoining owner or owners for continuing maintenance and use of the subject party wall.

D. If a party wall is destroyed or damaged by fire or other casualty, any owner who used the party wall may restore it and, if another owner makes use of the party wall, they shall both contribute to the cost of restoration thereof in their respective proportions to such use.

E. Any owner who causes damages to a party wall by his negligence or wilful act or by permitting the party wall to be exposed to the elements shall bear the entire cost of repairing and restoring the same.

#### ARTICLE VI

#### ENCROACHMENTS AND EASEMENTS

A. Each owner of a lot and dwelling unit shall have an easement in common with the owner of an adjoining lot and unit:

- (1) To use and maintain drain lines, pipes, ducts, conduits, wires and cables attributable to the owner's lot and dwelling unit, and
- (2) To use and maintain driveways, parking areas and paved areas attributable to the owner's lot and

dwelling unit

to the extent that any of the same are located on or encroach on to any adjoining lot and unit.

B. In addition, to the extent that any dwelling unit now or hereafter is located on or encroaches on either any common areas or common facilities or on a lot owned by another dwelling unit or owner as the result of either:

- (1) The repair or restoration of any dwelling unit after damage by fire or other casualty; or
- (2) Any other alteration or repair of a dwelling unit with the consent of the Association or the Declarant; or
- (3) The location of the original construction of a dwelling unit or the subsequent reconstruction, shifting, settlement or movement of all or any portion thereof;

a valid easement shall exist for such encroachment and for the maintenance of same so long as the affected dwelling unit shall stand.

(C). Furthermore, all lots and dwelling units shall be subject to the following general easements.

- (1) Existing easements and encumbrances of record as of the date of the recording of this Declaration;
- (2) Grants, reservations and other matters reflected in the drawings;
- (3) Future easements or grants by either the Declarant or the Association as provided herein.
- (4) Notwithstanding anything contained herein, it is understood the open spaces of proposed Section II shall become a part of the total open space for this development and subject to this declaration of rights, covenants, restrictions and by-laws.

#### ARTICLE VII

#### PAYMENT OF REAL PROPERTY TAXES, ASSESSMENTS AND OTHER MUNICIPAL CHARGES

A. Real property taxes, assessments and other municipal charges as to each unsold lot and dwelling unit shall be paid by the Declarant up until such time as the title thereto is conveyed by the Declarant to another.

B. Once the title to a lot and dwelling unit is conveyed by the Declarant to another, all real property taxes, assessments and other municipal charges shall be paid by the purchaser thereof and his successors in interest pursuant to separate assessments which will be made as to each lot and dwelling unit by the Borough of High Bridge.

C. It is the intention of the Declarant that, when the planned residential development community is completed, all real property taxes, assessments and other municipal charges applicable to the common areas shall be paid by the owners of the townhouse dwelling units pursuant to assessments made by the Board of Trustees as provided in the By-Laws. Prior to completion, the above-mentioned charges shall be paid on a proportionable basis equal to the fraction of 1/32 of the total cost paid for each dwelling unit owner and any balance owing will be paid by Declarant.

#### MATTERS CONCERNING THE ASSOCIATION

A. As reflected in the Association's certificate of incorporation filed with the New Jersey Secretary of State, the Association is a non-stock membership corporation organized not for pecuniary profit. As reflected in the By-Laws, the Association has the obligation and responsibility, in addition to maintaining adequate insurance coverage, of paying taxes and other

governmental charges on common areas on the Property, of maintaining the detention basin, parking areas, common facilities and common open space areas on the Property, and of generally operating, managing and controlling the said planned residential development community in such a manner as to promote health, safety and general welfare of all residents of the community.

B. Also, as reflected in the By-Laws:

- (1) The owners of the fee simple title to all units in the community shall be members of the Association; no tenant of any unit shall be a member of the Association;
- (2) The Board of Trustees shall conduct the business and manage the affairs and property of the Association;
- (3) Officers of the Association shall be elected by the Board of Trustees;
- (4) Owners and their tenants shall be obligated to comply with rules and regulations adopted by the Board of Trustees concerning the use and operation of units and appurtenant facilities;
- (5) Owners shall also be obligated to pay charges as assessed by the Board of Trustees as provided in the By-Laws;
- (6) Unpaid charges shall constitute liens against units and the lots on which they are located upon the filing of a claim of lien in the Office of the Hunterdon County Clerk, which lien may be foreclosed by the Association;
- (7) Subject to the provisions hereof and subject to the By-Laws, owners shall be free to lease, encumber, alienate and convey the title to their lots and units providing all charges due the Association have been paid in full.

C. At such time as the Declarant shall determine, but

In any event within one year after the completion of the planned residential development community by the Declarant, the Association shall acquire from the Declarant and thereafter shall hold the fee simple title to approximately 11 acres of common areas shown on the drawings and all common facilities located thereon unencumbered except for any easements granted for public utilities and for other public purposes consistent with the intended use of said areas and facilities under the terms hereof, and such other encumbrances as shown in the public record.

D. In addition, the Association and the Declarant shall have the general right and power to administer and enforce the rights, covenants and restrictions set forth in this Declaration and in the By-Laws and to exercise the following specifically authorized rights:

(1) Subject to acceptance by the Grantee, the right to dedicate or convey the fee simple title to portions of the Property to the Borough of High Bridge and to any other public authority or utility.

(2) The right to grant and reserve easements and rights-of-way through the property for the purpose of the installation, maintenance, repair, replacement and inspection of public and private water, sewer, gas, power, television, telephone, drainage, electric, and fuel pipes, lines, mains, meters, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Property.

(3) The right to grant and reserve easements through the Property for surface water run-off and drainage caused by natural forces and elements, for grading, and for generally improving the Property; no owner including

Declarant shall directly or indirectly interfere with or alter the drainage or surface water run-off

patterns within the Property nor interfere with any utility system or systems or any right or rights heretofore or hereafter granted to any utility.

- (4) Rights heretofore or hereafter granted to officials and employees of the Borough of High Bridge to enter upon the property including all roadways, streams, parking areas, easements, walkways, sidewalks and the detention basin for the purpose of maintaining the safety, health, welfare, sanitation, police and fire protection of all citizens of the Borough including residents of the said planned residential community.

E. In addition, the Declarant hereby reserves for itself and its successors in interest for so long as it is engaged in the construction and sale of units and the development of the Property in accordance with the drawings, the right of ingress and egress to all lots and all common areas and common facilities and all roadways, parking areas, and pathways, for the purpose of the construction, installation, maintenance and repairs of all buildings, structures, and improvements on the Property. The Declarant shall also have the right to erect advertising signs and directional signs on the property and the right, for a period of one (1) year after the date of the transfer of the fee simple title by it of any unit, to enter into any lot and its unit for the limited purpose of completing installations in and to the unit or supplying service thereto.

**ARTICLE IX:**

**OWNER'S RIGHT OF ENJOYMENT; COVENANTS  
RUNNING WITH THE TITLE TO THE PROPERTY**

Each owner shall have the right of enjoyment in and to

his lot and unit and in and to the common areas and common facilities, such rights being appurtenant to and passing with the fee title to each lot and unit; however, all rights, licenses, privileges, obligations, easements and charges granted, imposed and provided for under the terms of this Declaration and the By-Laws shall constitute covenants running with the title to the Property and shall be binding upon and inure to the benefit of the Declarant, its successors in interest, the Association, the owners, their tenants, and all other parties intended to be benefited and bound thereby. No breach of any of the provisions of this Declaration or of the By-Laws by any party shall entitle any other party to breach, rescind or otherwise terminate said provisions and any waiver of a breach or default of any of said terms shall not be construed to be a waiver of any subsequent breach or default of said terms.

ARTICLE X.

AMENDMENTS TO THIS DECLARATION

A. As long as the Declarant is the owner of one or more of the unsold lots, the provisions of this Declaration may not be amended so as to adversely affect the Declarant's interests without the prior written consent of the Declarant.

B. The provisions of this Declaration shall not be amended in any manner so as to relieve the Association from its obligations and responsibilities described in Article VIIIA above without approval from the Borough of High Bridge.

C. Subject to the foregoing, the provisions of this Declaration may be modified or amended by the vote of seventy-five percent in number of all members of the Association cast at a meeting of members duly held for such purpose. No modification or



amendment to this Declaration shall become effective until the modification or amendment is recorded in the Office of the Clerk of Hunterdon County, New Jersey.

D. Also, subject to the foregoing, the provisions of this Declaration may be modified or amended by the Declarant, on such terms and in such a manner as may be required as a condition for either Declarant or the prospective purchasers of units securing mortgage financing or arranging for the transfer of mortgage liens from one entity to another.

#### ARTICLE XI

##### DURATION OF THIS DECLARATION

This Declaration shall become effective as of the date of recording in the Office of the Clerk of Hunterdon County, New Jersey; the rights, covenants and restrictions set forth herein, as aforesaid, shall run with and bind the title to the Property and shall inure to the benefit of and be enforceable by the Association, the Declarant and the owners for a term fifty (50) years from the date the Declaration is recorded, after which date said rights, covenants and restrictions shall automatically be extended for successive ten (10) year terms unless a written instrument signed by seventy-five percent in number of all owners is recorded in the Hunterdon County Clerk's Office terminating the term of this Declaration prior to the expiration of any such time periods.

#### ARTICLE XII

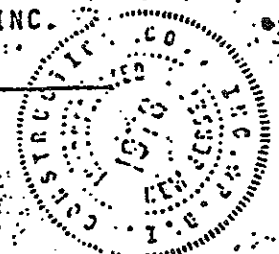
COMPLIANCE WITH LAW

The terms of this Declaration and the By-Laws referred to herein are intended to comply with all applicable Laws and Regulations; if it is determined that any of the provisions of this Declaration conflict with the provisions of said Laws and Regulations, except where the provisions permit modification, the provisions of said Laws and Regulations, as the case may be, shall control.

IN WITNESS WHEREOF, this Declaration has been duly executed the day and year first above written.

ATTEST:  
  
William P. Deni, Sec.


P.B.I. CONSTRUCTION CO., INC.  
  
Michael Parisi, Pres.



STATE OF NEW JERSEY: SS.  
COUNTY OF HUNTERDON: SS.

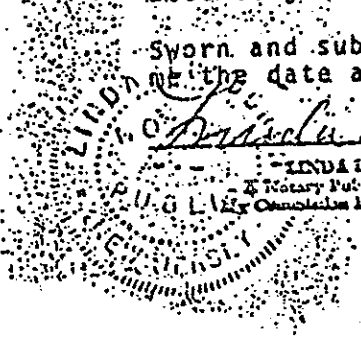
BE IT REMEMBERED, that on November 1, 1983, before me the subscribed, A Notary Public of New Jersey, personally appeared William P. Deni, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Secretary of P.B.I. Construction Co., Inc; the Corporation named in the within Instrument; that Michael Parisi is the President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that the seal affixed to the said Instrument is the proper corporate seal and was thereto affixed and said Instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said President as and for the voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name as attesting witness.

Sworn and subscribed to before me the date aforesaid.

  
Linda Lundgren  
Notary Public of New Jersey  
My Commission Expires Dec. 6, 1984

RECORDED  
Nov 2 2 53 PM '83  
William P. Deni, Sec.

HUNTERDON COUNTY  
DOROTHY K. TISPOK  
CLERK



ADDENDUM TO DECLARATION OF RIGHTS, COVENANTS,  
RESTRICTIONS AND BY-LAWS OF  
HILLTOP AT HIGH BRIDGE HOMEOWNERS ASSOCIATION, INC.

REGULATION GOVERNING THE TRANSFER OF UNITS

THIS ADDENDUM to the Declaration of Rights, Covenants, Restrictions and By-Laws of Hilltop at High Bridge Homeowners Association, Inc., recorded in the Office of the Hunterdon County Clerk in Deed Book 897 at Page 1000 is made this 7 day of December, 1986.

WITNESSETH:

WHEREAS, the Association is responsible for keeping a current roster of the unit owners within the development; and

WHEREAS, the Association is called upon to provide various types of information to contract purchasers of units within the development, including the provision of copies of the Association's governing documents; and

WHEREAS, the Association wishes to enact a regulation which will enable it to keep track of the conveyances of units and to defray the administrative cost attendant thereto;

The Association hereby adopts the following regulation governing the transfer of units:

A. Each unit owner shall notify the Association in writing at P.O. Box 83, High Bridge, New Jersey 08829, of any contract for the conveyance of a unit within the development, including the date that the transfer is projected to occur as

well as the name and address of the purchasers and their attorney.

B. Each purchaser will be assessed a \$50.00 administrative charge to be paid at or prior to closing to offset the cost of processing the information relative to the transfer. The purchasers will thereupon receive notification of the status of the maintenance assessment relative to the unit being purchased as well as a copy of the Association's governing documents.

C. If the administrative charge is unpaid at the time of closing, then it will be added to the next monthly assessment payment and will be collected in the same manner as the regular monthly payments.

D. Failure to comply with this regulation concerning the transfer of units shall result in the imposition of an additional special charge of \$50.00.

E. This regulation shall be recorded as an addendum to the Association Declaration of Rights, Covenants and Restrictions

in the Office of the County Clerk and shall be marginally noted on the said Declaration.

IN WITNESS WHEREOF, the Hilltop at High Bridge Homeowners Association, Inc., has affixed its hand and seal the day and year first written above.

Attest:

HILLTOP AT HIGH BRIDGE HOMEOWNERS  
ASSOCIATION, INC.

Carolyn Goodman  
CAROLYN GOODMAN  
Secretary

By: M. Jo Johnston  
M. JO JOHNSTON  
President

STATE OF NEW JERSEY, COUNTY OF HUNTERDON SS.:

I CERTIFY that on December 7, 1986, CAROLYN GOODMAN personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) This person is the Secretary of the Hilltop at High Bridge Homeowners Association, Inc.;

(b) This person is the attesting witness to the signing of this document by the proper corporate officer who is M. JO JOHNSTON, the President of the corporation;

(c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;

(d) This person knows the proper seal of the corporation which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

Carolyn Goodman  
CAROLYN GOODMAN

Sworn to and Subscribed before  
me this 7<sup>th</sup> day of December, 1986.

Michael J. Kayaff  
Attorney-at-Law of the  
State of New Jersey

HILLTOP MANOR ARCHITECTURAL COMMITTEE RULES

AS APPROVED OCTOBER 5, 1985

AS AMENDED JUNE 11, 1986\*

COMMITTEE MEMBERS: Don Beiger  
20 Chestnut Court  
638-4912

Jan Calvache  
20 Indian Spring Lane  
638-4602

John Wood  
8 Indian Spring Lane  
638-4328

SCREEN/STORM DOORS:

- Must be dark brown to match dark brown window trim
- White or other color doors must be painted with dark brown paint

DECKS:

- Building permit must be obtained from the Town of High Bridge prior to construction \*
- Approval of plans must be secured prior to construction from a member of the Architectural Committee. This approval should be obtained prior to applying for building permit. A copy of the approved plans must be kept on permanent file with the Architectural Committee
- Decks must be all wood (NO redwood decks) and must be stained to match the houses with Cabots Dune Gray Semi-Transparent stain. Another alternative stain is listed in the Miscellaneous Information section.
- Decks must be constructed with Wolmanized wood \*
- Decks cannot be more than 12 feet deep (including steps)
- Decks must conform to existing designs \*
- Decks cannot extend past house line
- Under-deck must remain open (no lattice work, etc.)
- No multi-level decks \*
- Stairs cannot be positioned on the back end of the deck or extend beyond 12 feet from the townhouse
- Decks must be constructed with 2 foot deep cement footings
- No awnings or other covers over decks
- Decks must conform to local ordinances \*
- Contractors are responsible for removal of construction debris from site. No construction debris is to be put in the common dumpsters.\*

CENTRAL AIR CONDITIONERS:

- Cannot be installed in front of townhouses

WINDOWS:

- No plastic coverings on outside
- No window boxes

#### GARDENS:

- Secure prior approval from a member of Architectural Committee prior to digging gardens
- Must provide Committee with a sketch of proposed garden for approval signature \*
- Gardens must have straight-edged borders (no sculptured gardens)
- No trellis, birdbath, statuary, etc.
- No fencing of any sort
- Edgings must be level with ground
- Hoses must be wound and stored inconspicuously
- No planting in front of townhouses outside of existing garden borders

#### PATIOS:

- Only homes with door walls in basement can have patios \*
- All patios subject to approval by Committee and must have a signature on plans.
- Copy of patio plans must be maintained in Architectural Committee permanent files \*
- Patios cannot extend more than 12 feet from dwelling

#### FIREWOOD:

- All firewood must be stacked neatly behind units
- All firewood must be placed at least one (1) foot from foundation to avoid possibility of termite infestation
- Firewood cannot be stored directly on decks, (use firewood rings) or in basements to avoid insect problems \*

#### GENERAL APPEARANCE:

- Front of townhouses are not to be used for storage
- Exterior decorations should be of a reasonable size (not to exceed 14"x14") \*
- Seasonal decorations should be removed within a reasonable time frame \*
- NO SALT IS TO BE USED ON FRONT WALKS OR STOOPS. \*

#### MISCELLANEOUS INFORMATION:

- Front walks leading to townhouses are of bluestone. This can be obtained at Busby's in Lebanon, New Jersey and can be cut to size.
- All front doors must be repainted in the original color. The doors were originally painted with a water base paint. The manufacturer of the paint is Pratt & Lambert. We have located the paint at Willow Manor in Clinton. Gray doors are to be repainted with Carolina Gull, B756P. Red/brown doors are to be repainted with Hermiston Red, R0181A. These paints are \$7.99 per quart or \$19.99 per gallon. No other colors may be used on exterior doors. Doors must be repainted with their original color.
- Replacement wheels for sliding door screens can be obtained from Norandex, 2920 Brunswick Pike, Trenton, NJ 08648 609/883-0250
- Decks were originally stained with Cabots Dune Gray Semi-Transparent stain. Another alternative is Pittsburg Paint's Exterior Pen Stain "Weathered Shakes"

An Architectural Committee has been formed pursuant to Section 7.3 Schedule A of the official By-Laws of Hilltop at High Bridge. Date of initial adoption: November 1, 1983.

Section 7.3 - ARCHITECTURAL CONTROL COMMITTEE: REVIEW OF PROPOSED ADDITIONS OR ALTERATIONS

(a) An architectural control committee shall be established by the Board of Trustees, which committee shall be composed of either the Board of Trustees or of three (3) or more representatives appointed by the Board of Trustees.

(b) No member of the Association, as an owner of a lot and dwelling shall make any structural changes or alterations of his dwelling unit/ units or any exterior addition to his dwelling unit until the construction plans and specification and a plan showing the location of the alteration, addition, or improvement have been approved by the Architectural Control Committee with respect to quality of workmanship and material and harmony of exterior design to existing structures and with respect to location relative to topography and finished grade elevations.

(c) The Architectural Control Committee shall be obligated to approve or disapprove the plans, specifications, design and location of any proposed alteration, addition or improvement within thirty (30) days after the receipt or request for such approval.

(d) The provisions of this section shall not apply to any unsold dwelling unit.

The purpose of the above is to allow alterations to the exteriors of the townhouses in Hill Top Manor which do not conflict with the harmony of the architecture and landscaping of the development.

With the above guidelines in mind, the Architectural Committee has drawn up certain guidelines (most of which were approved at the October 5, 1985 general homeowner's meeting. New additions are marked with an (\*).