



**GOOD NEIGHBOR POLICIES**  
**OF**  
**LEISURETOWNE ASSOCIATION, INC.**

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# GOOD NEIGHBOR POLICIES

## SECTION A: INTRODUCTION

### GENERAL STATEMENT

LeisureTowne Association, Inc. (**Association**), a NJ not-for-profit corporation which consists of all the owners of LeisureTowne. Our community of 2,255 homes is the largest HOA in Burlington County.

When you bought a home in LeisureTowne, you automatically became a member of the Association and became responsible for following its Good Neighbor Policies. The Good Neighbor Policies lay the foundation for a successful neighborhood.

These Good Neighbor Policies have been formulated by the Association to:

- Support and supplement the Second Consolidated Declaration of Restrictive and Protective Covenants for LeisureTowne Association, Inc., dated February 28, 2017 (**Covenants**); and to support and supplement the Amended Bylaws of LeisureTowne Association, Inc., dated June 1, 2012 (**Bylaws**)

Although the Good Neighbor Policies support and supplement the Covenants and Bylaws, they do not cover the entirety of these documents. Please be sure to read all of these documents carefully.

At first glance, having Good Neighbor Policies for our community may seem restrictive. However, there are many benefits to having a robust set of Good Neighbor Policies, including:

- Preserving the aesthetics of our neighborhood and community;
- Protecting and enhancing our property values;
- Enforcing LeisureTowne's Covenants and Bylaws; and
- Maintaining the common property of the Association in an attractive manner for the enjoyment of all residents.

Homeowners (**Owners**), guests, tenants, visitors, employees and contractors are bound by the Good Neighbor Policies, Covenants and Bylaws of the Association. Owners are held responsible at all times and may be fined for the actions and conduct of their families, guests, tenants and visitors while within LeisureTowne.

The Board of Trustees (**Board**) is composed of 7 Owners who are elected by the residents of this community. The Board is required by law to exercise its authority under the governing documents in a manner that protects and furthers the health, safety and general welfare of the residents. As mandated by the Covenants and Bylaws, the Board is responsible to maintain the Common Grounds and facilities of LeisureTowne and to protect property and community values. These responsibilities are supported by the Good Neighbor Policies.

The Board and the members of the numerous LeisureTowne committees are people who volunteer their time, their skills and their energy toward maintaining and enhancing the value of your investment and ensuring that LeisureTowne is a pleasant environment in which to live.

### PROPERTY IMPROVEMENT BASIC INFORMATION

Leisuretowne Association Approval Permit (**Approval Permit**) is through the **Architectural Control Committee (ACC)** (*Covenant 4*) (*By-Laws, Article IV, Section 8*)

**IMPORTANT: An ACC approval permit and if applicable the Southampton Township**

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**Permit (TWP) must be obtained PRIOR to the procurement and delivery of any materials and the commencement of work on any project.**

**Check with the Office or the Website** for an approval permit application and requirements for submission. Some applications require plans, drawings, pictures and/or TWP approval to be submitted at the time of request.

Interior renovations including, but not limited to, plumbing, electrical, heating, etc., may require a TWP building permit. They do not require an ACC approval permit.

Exterior alterations, modifications or improvements to the house including accommodations for disabilities, must first have ACC approval and may need TWP approval on permanent alterations.

Once the project is approved, the ACC approval permit/TWP must be displayed in the front window from initiation to completion of the project. Also the Office requires copies of all TWP permits, final approvals from the TWP within 7 days of receipt. Representatives of the ACC may enter onto the property for inspection prior to and during the project. Upon completion of each project contact the office and TWP for final inspections.

The initial approval permit is valid for 90 days. It is expected that the project will be completed within 90 days. However, if an extension is needed past the initial 90 days, an extension request must be submitted to the ACC prior to the expiration of the initial permit. A second permit may be approved by the ACC for an additional 30 days. A request for additional time past the 120 days must be submitted to the ACC prior to the expiration of the second permit. NOTE: any request for additional time past the first 120 days must be approved by the Board.

In the event that the Owner disagrees with the decision of the ACC regarding the initial approval permit application and/or the final inspection, the Owner may request a meeting with the Alternate Dispute Resolution (ADR). See **ATTACHMENT A** for Alternative Dispute Resolution Policy and Procedures.

### **Southampton Township (TWP) Building Permit**

Code enforcement officer: 609-859-2786

Note: A variance issued by TWP does not negate an Association rule.

### **ASSOCIATION ACCESS TO RESIDENTIAL PROPERTIES & MAINTENANCE ASSESSMENTS**

*(Covenant 28)*

Each Owner and tenant will maintain their dwelling and Lot in a safe, clean and sanitary manner, in good repair and in accordance with the Good Neighbor Policies, Covenants and Bylaws.

The Association will have the right to access the property and assess the Owner with the cost of such maintenance. The cost will be due upon presentation of an invoice to the Owner and will become a lien and obligation of the Owner. If the Owner fails to pay the assessment and legal fees are incurred, these fees, as incurred, will become due by the Owner. Such costs will be collectible in the same manner as other assessments. Until all costs are paid in full, the Owner will no longer be in good standing and, as such, cannot enjoy the privileges of community membership, i.e., use of Association amenities, architectural permits, Association voting, etc.

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In the event that a dwelling and/or Lot is not maintained as stipulated in the preceding paragraph and the Board determines that there is a substantial health or safety risk to the occupants of the dwelling or the community or it is a public nuisance, the Association will have the right to maintain the dwelling and/or Lot after giving the Owner 10 days prior written notice to correct the violation. This will include, but not be limited to, the maintenance and upkeep of the dwelling and the residential Lot/lawn.

### **GRANDFATHER PROVISION**

- A. Any changes to the exterior of a house or the residential lot, that were *approved* by the ACC *prior to the adoption* of these Good Neighbor Policies, are considered grandfathered and not in violation of these Good Neighbor Policies
- B. The grandfather provision applies to the repair and replacement of these changes including when there is a change of ownership of the house.

## **SECTION B: GENERAL PROPERTY USE / MAINTENANCE / IMPROVEMENTS**

### **RULE 1. BARBECUE GRILLS**

- A. Barbecue grills are permitted and may only be fueled by up to a 20 lb. propane tank and natural gas connections.
- B. In accordance with the N.J. Uniform Fire Code, barbecue grills and fire tables cannot be stored or operated within 5 ft from any combustible surface.
- C. Prohibited: Open burning of any kind, including but not limited to, fire pits/fire tables, outdoor fireplaces, camp fires, chimineas, elevated torches known as tiki torches and fireworks including firecrackers and sparklers.

### **RULE 2. BOATS / DOCKS / BANK MAINTENANCE**

*(Covenant 11, 12, 13, 14)*

- A. Construction, installation, or maintenance of a dock or facility of any kind is prohibited.
- B. Residential lots do not extend to any waterfront. The natural 10 ft buffer zone around each lake is the Association's Common Grounds. This natural undisturbed vegetative buffer provides erosion control.
- C. If an owner wishes to have the buffer zone vegetation trimmed to enhance the view of the waterfront, the homeowner must make a written request to the Community Manager. All vegetation in the buffer zone must be trimmed only by the Association with prior Board approval. Also, no trees may be removed from the buffer zone. If there is a dead tree in the buffer zone, the Office must be contacted for removal.
- D. No watercraft may be stored, maintained or left unattended within 10 ft of any waterfront.
- E. Only electric motors or manually propelled watercraft may be used. Watercraft that does not require trailers can be stored only at the rear of the owner's lot in close proximity to the house. Watercraft requiring a trailer may not be stored on the owner's lot. Storage of watercraft requiring a trailer is provided, on a limited basis by the Association for Residents.

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### **RULE 3. CLOTHES DRYING**

- A. Laundry may be dried outdoors, at the rear of the house, provided the laundry is removed by sundown.
- B. Only umbrella-type dryers or temporary or retractable lines, attached to either one pole and the house or two poles, can be used and must be folded or retracted when not in use.

### **RULE 4. CURTAINS / SHADES**

Curtains and/or Shades designed for outdoor use and in good condition may be used on open porches that are not enclosed. They must be tied back when not in use and to be used May through September.

### **RULE 5. EXTERIOR FURNITURE**

- A. Exterior furniture, including chairs, swings, benches and small tables, may be permanently placed on the front, back or side porch/patios and maintained in good repair.
- B. Exterior furniture placed on the grass is to be placed no less than 10 ft from the side and back property lines. Grass beneath and surrounding the furniture may not be allowed to grow higher than 6 inches (See Rule 13, titled Lawns).
- C. Exterior furniture may be temporarily placed on front/side yards, driveways and walkways and removed by the end of the day.

### **RULE 6. FIREWOOD STORAGE**

*(Covenant 21)*

A maximum of 2 cords may be stored on the property. For convenience, a portion of the wood may be stored in a circle ring or similar metal cage on the front porch or rear of the home. All remaining wood is to be neatly stacked and should be covered with a manufactured stack cover at the rear of the property.

### **RULE 7. FLOWER BEDS / SHRUBS / TREES**

*(Covenant 21)*

- A. Flower beds are to be kept neat and free of excessive weeds, with plants trimmed and under control.
- B. Artificial flowers/plants are permitted only in a planter on the front porch or mailbox.
- C. Decorative landscape accents such as garden ties, bricks, patio blocks or any similar hardscape material may be used along the border between lawn areas and a shrub or flower bed. Bordering material may not exceed 12 inches high and be properly maintained.
- D. Only grass is permitted in the easement between the edge of the sidewalk and the street curb. Exception: Living plants around a mailbox post are permissible provided that they do not extend more than 3 ft feet from each side of the post and are properly maintained. (See also Rule 14. Mailboxes and House Numbers).
- E. All trees, shrubs or bushes are planted with enough room to grow to maturity without encroaching upon neighboring properties.
- F. Shrubs, bushes or trees blocking street/traffic signs and sidewalks or blocking vision at

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intersections must be trimmed to provide, at least, a 12 ft clearance over roadways and an 8 ft clearance over sidewalks.

- G. Dead shrubs, bushes and trees must be removed. Stumps are to be ground at or below ground level or completely removed.

#### **RULE 8. GARAGE / ESTATE SALES**

- A. Community-wide garage sales are held twice a year, (spring and fall) on a Saturday (with a Sunday rain day). Individual garage sales are not permitted.
- B. The sale of house contents is permitted when the dwelling is being vacated by the Owner, tenant or an estate sale. The Office must be notified at least 2 weeks in advance of the proposed sale. If approved, the permit must be displayed in the front window. This is considered a one-time event, and is limited to a maximum of 2 consecutive days and may begin no earlier than 8:00am and end no later than 6:00pm each day.
- C. Any items displayed outside the house during the sale must be returned inside each night upon conclusion of the sale.

#### **RULE 9. HOLIDAY LIGHTS / DECORATIONS**

- A. Holiday lights and decorations on the lawn, house, shrubbery or trees are permitted and may be displayed for the holiday season and removed 14 days after the holiday, weather permitting.
- B. Holiday decoration displays may not exceed the width of the lot and inflatable decorations must be securely anchored. Lighting may not interfere with neighbors' lots or drivers on the road. Sound and lights are to be turned off by 10:00pm.

#### **RULE 10. HOT TUBS**

Regardless of the material type, size or intended use of a hot tub, all outdoor hot tubs, including in-ground and above ground structures are prohibited.

#### **RULE 11. LAWNS**

*(Covenant 21, 28)*

The existence of well-maintained natural grass lawns enhances the beauty of our community and helps to maintain our property values. Thus, except for areas for foundation planting, 40% of the remaining lot must be natural grass lawns.

- A. Lawns shall consist of grasses normally used in New Jersey (e.g., bluegrass, fescue, perennial rye, zoysia, etc.).
- B. Lawns should be maintained with regular mowing and edging not to exceed 6 inches in height.
- C. First time violation of lawn in excess of 6 inches, the owner will be mailed a warning notice to correct the violation within 14 days.
  - 1. If the violation is not corrected within 14 days of the warning notice, the Association will mow the lawn and the owner will be charged a fee of \$150.
  - 2. If the violation continues, a fee of \$150 will be charged each time the Association mows the lawn.

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3. If extenuating circumstances prevent the owner from mowing the lawn, the office should be advised immediately. **Touch** may also be a point of contact to assist in this manner.

D. RESIDENTS MAY NOT MOW GRASS WITHIN 10 FT OF THE WATERWAYS.

E. Trees, shrubs and non-invasive living plants, flowers and other vegetation are permitted on residential properties. As an example, Bamboo is an invasive plant and prohibited.

F. Landscaping materials, such as mulch or stone, are not acceptable substitutes for natural grass. These materials may be used only in beds or accent areas around trees or shrubs; mulch should maintain a fire safe distance from all structures.

G. Excess dead leaves and fallen branches are to be removed from lawns and planting beds in the Fall and disposed of in the Township approved manner.

H. Leaves and debris may be blown into the street, culverts, lakes, or on association property. Residents using a landscaper violating the above rule, will both be fined.

#### **RULE 12. LAWN / BED ORNAMENTS, PLANTERS / DECORATIONS**

A. Lawn ornaments or bed planters are permitted

#### **RULE 13. LEASES**

*(Covenant 26)*

In addition to the following, please read Section 26 of the Covenants

A. The total number of units that may be leased within Leisuretowne at any one time is limited to 100. All property owners who are currently or in the future leasing units within Leisuretowne, are required to register with the Office. The owner shall pay a yearly fee of \$200.00 per unit to cover the cost of administration fees.

B. All leases shall be for a period of not more than one year and not less than one year.

C. All tenants/lessors of units within Leisuretowne are required to sign a Lease Rider which shall be adopted by the Board as part of the Good Neighbor Policies for leases. The Lease Rider shall provide:

1. The owner and tenant will be jointly liable for all assessments due with regard to the leased unit.
2. The owner and tenant will be jointly liable to comply with all governing documents, including the Good Neighbor Policies.
3. The owner of the lease unit agrees to take all necessary legal action to evict a tenant who is in violation of any of the governing documents.

D. All property owners who reside either in Leisuretowne or in other areas, will provide the office with their home address.

E. No more than 2 units may be leased by any family unit at any one time.

#### **RULE 14. MAILBOXES / HOUSE NUMBERS**

All residential mailboxes must be USPS approved and positioned correctly. Mailboxes and

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non-mail receptacles need to be suitably mounted on a durable post such as treated wood, aluminum or wrought iron. Only one residential mailbox is permitted and maintained in good condition.

- A. For the delivery of the Watchdog and other non-mail items, it is recommended that a single, secondary receptacle be mounted onto the above mentioned post.
- B. House numbers are required to be prominently displayed on the front of the home and on both sides of the mailbox or post. All house numbers must be 4 inches high and reflective. The office can provide these numbers.
- C. In the area between the sidewalk and curb existing trees are permitted. Plantings and stone/ brick are permitted around the post, provided they do not extend more that 2 ft from either side.

#### **RULE 15. MAINTENANCE OF HOUSE / LOT**

*(Covenant 21, 22)*

- A. The house exterior needs to be free of mold, mildew, areas of faded color, bare spots, blistering paint, mismatched paint or siding material. All sides are to be the same color.
- B. Roof shingles must be held securely in place. Missing shingles are to be replaced with shingles of like color.
- C. Gutters are to be secured firmly in place with no sagging portions and kept free of debris. Down spouts need to be firmly anchored with splash blocks in place. Missing gutters and/or down spouts have to be replaced in a timely manner with similar materials matching the base color of the house, the trim or may be white.
- D. Windows and doors may not have broken glass, plywood, plastic, tin foil or newspaper coverings and all screens in good repair.
- E. Storm and garage doors are to be hung squarely and maintained in good repair.
- F. Shutters need to be hung squarely and without loose or missing slats. Missing shutters have to be replaced or removed.
- G. The storing of items, including, but not limited to, bicycles, lawn mowers, ladders, unused flowerpots, trash/garbage bags, trash-like items, and bags of landscape materials (i.e. mulch, dirt, etc.) around a house or residential lot is not allowed.
- H. No unsightly weeds, overgrown shrubs, underbrush or other unsightly vegetation is permitted to grow or remain on any residential lot. Shrubs and bushes adjacent to windows should be trimmed to no more than 4 ft.

#### **RULE 16. NUISANCES**

*(Covenant 6)*

No offensive activity is permitted on any Lot or Common Grounds nor can anything be done which may be or may become an annoyance or nuisance to the neighborhood, as determined by the Community Manager or Board.

#### **RULE 17. POOLS / PONDS**

*(Covenant 16)*

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No above-ground or in-ground swimming pools, ornamental ponds or fishponds may be erected or maintained on any residential Lot.

#### **RULE 18. PUBLIC WATER / SEWER**

*(Covenant 18)*

All residences will be connected to a public water supply and the sewerage disposal systems provided. No casements, water retrieval, access facility or private wells are permitted on residential lots.

#### **RULE 19. SIGNS / BANNERS**

*(Covenant 9)*

- A. Regardless of this restriction, Federal, State, County or Township signs no more than 1 ft in height and 1 ft in width may be displayed in the windows or doors of homes no more than 30 days before the election and must be removed within 24 hours after.
- B. Additionally, any sign required by law may be displayed upon notice to the Office.
- C. Association Election banners or signs are permitted for candidates and may be displayed on the front lawn or window no more than 30 days before the election and must be removed within 24 hours after.
- D. Celebration banners ( e.g. birthdays or anniversaries) may be displayed on a resident's front lawn or the exterior of the house for a maximum of 5 days.
- E. No other signs or banners of any kind may be displayed on a residential lot.

#### **RULE 20. SNOW REMOVAL**

The Owner/Tenant is responsible for removal of snow and ice from sidewalks which abut their property within 24 hours after a snowfall. If ice is present but so frozen as to make removal impractical, it should be covered with an ice-melting compound within 24 hours of formation. This is a requirement of the Association as well as the TWP.

- A. Residents who are away during the winter must arrange snow and ice removal during their absence. There will be a fine for noncompliance.
- B. Shoveling snow into the streets is prohibited.

#### **RULE 21. TRASH / RECYCLING**

*(Covenant 20)*

- A. Trash and Recycling containers should be covered and stored in the garage or approved storage enclosure. Trash and recycling of any kind may not be stored on front or back patios and porches or on front, side or back yards. See Exemption: Multi-House Buildings
- B. Trash and recyclables may be placed curbside no earlier than 3 pm the day prior to the day of pick up. For information on the disposal of chemicals or other biohazards contact the TWP at 609-859-2736. Check the township holiday schedule.
- C. A residential lot, the common grounds or a vehicle may not be used or maintained as a dumping ground for trash, garbage, garden or plant debris and other refuse.
- D. Residential refuse may not be placed in Association dumpsters.

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- E. Animal waste/bags may not be tossed into the street, lakes, culverts, or association property.

**Multi-House Buildings:**

- F. Trash and Recycling containers are to be stored in the provided storage closet, rear of the house or on the front porch where they should be made as inconspicuous as possible.
- G. End units may apply for a side trash and recycling enclosure through ACC.

**RULE 22. VEGETABLE / RAISED BED GARDENS / COMPOST BINS**

*(Covenant 21)*

Vegetable gardens and individual vegetable plants are permitted on the side and rear of the home only. Corner properties must not plant vegetable gardens on the street side of their property.

- A. Side gardens are to be directly adjacent to the rear portion of the house and may be no larger than L 10 ft X W 3 ft.
- B. Rear gardens are to be 3 ft from the property line and be no larger than 10 ft X 3 ft.
- C. All gardens should be maintained in a neat and orderly manner. All planting supports must be removed at the end of the growing season.
- D. Fencing and borders may be used to outline the garden to protect it against rodents, providing it conforms to the following: Fencing, garden ties, bricks or wire may not exceed 12 inches in height and be an acceptable color such as white, black, green or brown.
- E. Raised garden boxes are limited to 4 total with the maximum size of 24 inches x 48 inches.
- F. Compost bins are permitted and are to be stored 3 ft from the property line within the rear garden. For the appropriate bin type please contact the ACC.

**RULE 23. WORK HOURS**

- A. A resident/contractor may perform work on a house or residential lot Monday through Saturday between 8am and 7pm.
- B. Only a resident may perform work on a home or residential lot on Sunday between 10am and 5pm.
- C. Exceptions:
  - 1. Snow removal may be performed on any day.
  - 2. Emergency repairs are permitted at any time. The resident must notify the Office as soon as practical and leave a message: 609-859-8001.

**SECTION C: EXTERIOR MODIFICATIONS / RENOVATIONS**

**RULE 24. AIR CONDITIONERS**

*(Covenant 24) (ACC and/or TWP)*

- A. Before the installation of a central air conditioning system, including any compressor, split system, or ductless unit, both a TWP permit and ACC approval must be obtained.

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- B. Window or wall-type air conditioners need only ACC approval.
- C. Wall and window air conditioning units may be used temporarily when the central air conditioning system is not functioning. Upon restoration of the central system, all temporary units must be removed without delay. Installation of window units in front windows is prohibited.
- D. Portable inside air conditioners, which are vented through a window or wall, may not protrude beyond the window or wall of the house. No approvals needed.
- E. Enclosures that are designed specifically to screen outside compressors for central air conditioning require ACC approval prior to installation.

**RULE 25. AWNINGS / HOODS, WINDOWS / DOORS**

(ACC and/or TWP)

- A. Awnings/hoods, including but not limited to, fabric, metal or other materials, should be compatible with the color of the siding or trim of the house.
- B. The outermost extremities of awnings/hoods, when fully extended, should not exceed the following limitations:
  1. Awnings/hoods over windows may not extend more than 3 ft from the house.
  2. Awnings/hoods over a 36 inches door may extend 42 inches or more if the opening of the door is obstructed by the awning.
  3. Awnings over patios or decks may not extend beyond the outer limits of the patio or deck.
- C. Awnings/hoods must be structurally sound and maintained in good repair. Damaged, torn or faded awnings/hoods must be removed or repaired.

**RULE 26. DRIVEWAYS / APRONS**

(ACC and TWP)

- A. A driveway that is degraded and in disrepair with large or extensive cracking, loose, or missing pieces or an uneven surface must be replaced.
- B. Minor repairs of a driveway and sealing a driveway do not require ACC approval. Material for repair must be the same material and color as the existing driveway. Macadam (black asphalt) driveways should be sealed on a regular basis to improve appearance.
- C. Driveway and apron replacement or widening must comply with the following:
  1. Driveways may be widened to allow off-street parking of two cars. Widened portions of the driveway may not extend past the original footprint of the house and the width may not exceed 18 ft for one car garage and 22 feet for two car garages.
  2. Acceptable construction materials are macadam, concrete (including pebble and stamped finish) and suitably based and anchored paving blocks. Crushed stone or other loose materials are not permitted.
  3. Contrasting material such as paving blocks or brick may be used to outline an existing driveway. No loose stones are permitted.

**Multi-House Buildings:**

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- D. Driveways may not be widened, however, an extension of the walkway along the edge of the driveway is permitted. The width of the extension may not extend beyond the farthest edge of the driveway.

#### **RULE 27. DUMPSTERS / BAGS / PODS / PORTABLE TOILETS**

*(Covenant 14, 20)*

Contact the office prior to acquisition and placement for approval and instructions.

#### **RULE 28. FENCES / PROPERTY BORDERS**

*(Covenant 24) (ACC)*

- A. Residential properties may not be outlined or enclosed with the use of any type of tangible material, such as fences, shrubs, or trees.
  - 1. Exemption: Residents on Maidstone Place and Buckingham Drive whose property directly abuts Big Hill Road may, with ACC approval, plant trees, shrubs, or vegetation at the owner's expense at the furthest edge of their property line which is adjacent to and runs parallel with Big Hill Road.
  - 2. Materials may be installed along property lines to improve drainage.
- B. Any existing living fences must be kept trimmed to a maximum height of 6 ft., with space to walk between and free of dead vegetation.
- C. Invisible/electric fences are not permitted.
- D. Shrubbery and/or privacy panels are permitted along either or both sides of a porch/patio located in the rear of the house only. These panels can be no higher than 6 ft. Shrubbery and fencing panels may run the length of the patio/porch. A railing may run the width of the patio/porch. Installation of a railing with or without a gate on a porch/patio must be in compliance with Rule 16, titled Railings.

#### **RULE 29. FIREPLACES / WOOD BURNING / PELLET STOVES**

*(ACC and/or TWP)*

Interior fireplaces and wood burning or pellet stoves are permitted.

- A. Prior to construction, approvals must be obtained.
- B. Fireplaces can be wood burning or fueled by natural gas.

#### **RULE 30. FLAGS / FLAGPOLES**

*(ACC)*

- A. **Ground-Mounted Flagpoles:** One flagpole, not exceeding 25 feet in height, is permitted with ACC approval. Only the official national flag of the United States and/or official flags of the U.S. military branches may be displayed, and all flags must be flown in accordance with federal flag regulations. A maximum of two official flags may be displayed at any time, with the U.S. flag flown above all others. The U.S. flag must be illuminated if displayed at night.
- B. House mounted flagpoles: Up to 2 house mounted flagpoles are permitted and do not need ACC approval. Flagpoles must be maintained in good repair.
- C. Flags shall be flown only from flagpoles and must be replaced when they become worn or unsightly. Political flags are prohibited, and any flag deemed offensive by the Association

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may not be displayed.

D. All flagpoles and flags should be maintained in good repair.

### **RULE 31. GARAGE / DOOR SCREENS**

(ACC)

- A. Only permanently installed, manually operated, or motorized retractable garage door screens are permitted, and they may include a screen door.
- B. The screen color must be compatible with the base color of the house.
- C. Magnetic garage door screens, including any style with a mesh curtain, are not permitted.

### **RULE 32. GENERATORS**

(Covenant 17) (ACC and TWP)

- A. Temporary and whole-house generators shall be used only during power outages and may be fueled only by gasoline or natural gas. The use of propane as a fuel source is prohibited.
- B. ACC and TWP approval shall be obtained prior to the installation of any whole-house generator, and installation must comply with manufacturer specifications.
- C. Portable generators shall be located outdoors with adequate ventilation and shall not be placed near windows or within a garage, even if the door is open.

### **RULE 33. EXTERIOR LIGHTING**

(ACC and/or TWP)

- A. Outdoor lighting is limited to lighting attached to the house, walkways, landscape lighting, either side of the driveway, accented features, i.e. trees, and lampposts.
- B. Lighting is not permitted along the edges of sidewalks or anywhere near or along curbs.
- C. Lighting must be maintained in good repair.
- D. Lighting cannot be directed nor remain illuminated in such a manner as to create an annoyance to neighbors or a danger to drivers.

### **RULE 34. PAINTING COLOR / SIDING REPLACEMENT**

(Covenant 22) (ACC)

Residents must select colors from the current approved chart on display in the Office. If your current color is no longer on the chart, but is still available, it can be used. White, black or other colors may be substituted with ACC approval.

House painting and replacement siding are limited to 3 color combinations,

- A. Body: The house itself.
- B. Trim: Fascia, trim around doors/windows & porch post.
- C. Accent: Front, back/garage doors & shutters.

### **Multi-House Buildings**

(Covenant 4)

All the above requirements apply to Multi house units with the addition of the following:

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D. The color chosen must be compatible with the other units in your section.

### **RULE 35. PATIOS / DECKS**

*(Covenant 22) (ACC and TWP)*

- A. A deck or patio must be placed immediately adjacent to the rear of the house and may not extend beyond the original footprint of the sides of the house. It must be flush with, or lower than the floor level of the house
  - 1. A deck or patio with a roof or supported awning can be no closer than 22 ft from the residential rear property line.
  - 2. A deck or patio uncovered or with an unsupported awning, can be no closer than 18 ft from the residential rear property line.
  - 3. If a roof/awning is installed it must conform to the 22 ft setback.
- B. A deck may only be constructed with pressure-treated wood or high-density polyethylene plastic. The color must be compatible with the color of the house.
- C. Concrete patios may be finished as a slab, stamped, or epoxy-coated surface; painted finishes are not permitted.
- D. A patio may also be constructed with Brick, Paving Blocks and Flagstone, laid flat in any pattern and grouted in place with sand or other material manufactured for that purpose.
- E. Patios may be bordered with bricks, garden ties or a material meant for that purpose.
- F. Carpeting and artificial grass are not acceptable materials.
- G. Railings shall be constructed of commercially available wrought iron, aluminum, steel, wood, or plastic with suitable finishes. The finish color shall be compatible with the color of the house or its trim. White, black, or natural wood finishes are also permitted.
- H. Railings must be at least 36 inches from the slab to the top of the railing, as per manufacturers standards.
- I. Railings must follow TWP code which includes porches, patios and steps.

### **RULE 36. PERGOLAS / ARBORS / TRELLISES / GAZEBOS**

*(ACC and/or TWP)*

All may be the color of the body or trim of the house. Black, white or natural colors are acceptable substitutes.

A. PERGOLAS *(Prior to installation, ACC and TWP approval is needed.)*

B. ARBORS

- 1. May be placed at the side or rear of the house, per TWP setbacks.
- 2. Max size is 8 ft high x 5 ft wide by 3 ft deep and must be securely anchored.

C. TRELLIS

- 1. May be placed at the side opening of a porch, patio or deck and securely anchored.
- 2. May also be placed on the side edge or rear of the home per TWP setbacks.

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D. GAZEBOS (are not permitted.)

### **RULE 37. PORCHES / ROOM ADDITIONS**

*(Covenant 4) (ACC and/or TWP)*

- A. A porch can be no wider than the original footprint of the house.
- B. Room additions may be built at the rear of the house. See exception below.
- C. The prohibition of room additions on the side of a unit shall not be applicable to corner units. Such additions are permitted with the approval of the ACC and shall otherwise comply in all regards with all other Good Neighbor Policies. Furthermore, any such addition shall be setback at least 25 ft feet from the subject unit's property line.

### **RULE 38. ROOFS**

*(Covenant 22) (ACC)*

- A. The color of the new roof must be compatible with the color of the house.
- B. A roof can only be re-shingled once. If the roof already has 2 layers of shingles, they must be removed before the new shingles can be installed.
- C. All roofing material must be flat and securely fastened in place. Missing or damaged roofing must be replaced matching roof color as closely as possible.
- D. Discolored roofs should be cleaned and treated for mildew, algae and/or mold.
- E. Roofing material may be asphalt, fiberglass, or solar shingles.

#### **Multi-House Buildings:**

In addition to the above rules, multi-house units require:

- F. The color/type of the roof must be the same as or close as possible to the other units.
- G. The only way to change roof color is if all owners of a building agree to the change.
- H. Each owner must apply for ACC approval.
- I. All owners must replace their roofs within 90 days of approval, weather permitting.

### **RULE 39. SATELLITE DISHES / ANTENNAS**

*(Covenant 22) (ACC)*

- A. Satellite dishes/antennas must be mounted to the roof or rear/side of the house as per determination of the provider. No pole or tower mounting is permitted.
- B. Only one satellite dish is permitted per house.
- C. All wiring must be secured to the house and concealed as much as practical/possible.
- D. Satellite dishes/antennas along with all wiring must be removed when no longer in use.

### **RULE 40. SIDEWALKS (ACC and/or TWP)**

*(ACC and/or TWP)*

It is the Owner's responsibility to maintain the sidewalks abutting their property. This includes

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the apron abutting the sidewalk and driveway area. Repairs and replacements must comply with Association specifications.

- A. Broken or uneven sidewalks exceeding 1 inch are a safety hazard and must be corrected to eliminate tripping.
- B. Broken curbs should be reported to and are the responsibility of the TWP.
- C. Excessive weeds or grass growing through sidewalk joints or along curbing must be removed.

#### **RULE 41. SOLAR PANELS**

*(Covenant 22) (ACC and/or TWP)*

- A. Solar panels must be professionally installed. NO DIY'S
- B. Panels must be flat and in the same plane as the existing roof.
- C. Panels must not extend beyond the current roof top or sides.
- D. Solar panels are limited to what is necessary/required to power the needed energy of the home, as per current laws.

#### **RULE 42. TRASH ENCLOSURES AND OTHER EXTERIOR STRUCTURES**

*(Covenant 7)*

Prior to any exterior construction, plans with dimensions along with photos (if possible) of the project must be submitted for approval. Any exterior structures or enclosures using a permanent concrete base requires both ACC & TWP approval.

- A. A storage structure, trash enclosure, and storage box are permitted.
- B. Multi-family homes may only have one storage structure and storage box. No trash enclosures.
- C. Storage structures

All storage structures must be commercially manufactured. These structures must be placed on a stable surface, such as a concrete pad, pavers, patio block or bordered and filled with stone or other material meant for that purpose. They may not rest directly on the ground.

1. Storage structures may be no larger than 4 ft. deep x 5 ft. high and 6 ft. in length and its color may be the color of the house, white, tan, or grey.
2. For single-family homes the storage structures may be placed on the side or flush against the rear of the house. Corner homes may not place storage structures or enclosures on the street side of their properties.
3. Multi-family homes must place the storage structure in the rear of the home resting flush against the house, with the door opening facing the rear yard.
4. No free standing structures are permitted.

#### **D. Trash Enclosures**

The enclosure is to be placed directly adjacent to the side (with at least a 2 ft setback from the front) or rear of the home. The enclosure must be commercially manufactured using wood, vinyl, or lattice materials.

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1. Enclosures can be the color of the house, white, or tan or grey.
  2. Any enclosure with the opening at the side or front must have a gate.
- E. Storage Box maximum size must be no larger than 4 ft wide x 3 ft deep x 3 ft high.
- F. All enclosures/structures may be screened with shrubbery, and maintained in good repair.
- G. No freestanding structure, such a trailer, shack, garage, barn, screen house or other outbuilding may be built or used on any residential lot.

### **RULE 43. WINDOWS / DOORS / GARAGE DOORS**

*(Covenant 4) (ACC and/or TWP)*

ACC approval is not required for replacement of windows, doors or garage doors if replacements are the same size, color, type and style as those being replaced.

- A. Any style or color change to any of the above requires ACC approval
- B. Structural changes or alterations of any kind require ACC and TWP approval.

## **SECTION D: PETS AND ANIMALS**

### **RULE 44. PETS & ANIMALS**

*(Covenant 10)*

#### **A. REGISTRATION**

Each residence is permitted 1 dog and 1 cat, 2 dogs, or 2 cats, as well as other common household domestic pets. All pets must be registered with the Office within 10 days of acquisition. Additionally, all dogs 6 months and older must be registered and licensed with the TWP.

#### **B. CONTROL**

1. All pets may be tethered outside while being monitored at all times, and not allowed to reach onto neighboring properties.
2. Pets may be walked on sidewalks, streets and grassy areas between the street/sidewalk.
3. Pets may not be walked on another resident's lawn, parks, recreation areas as well as common grounds owned and maintained by the Association.
4. Pet droppings, including on the owner's property, must be picked up immediately and disposed of in the owner's household trash. **Animal waste/bags may not be tossed into the street, lakes, culverts, or association property/trash cans or dumpsters.**
5. No pet may run loose or be unattended at any time or allowed to become a nuisance or annoyance to the community.

#### **C. PROHIBITED**

1. No outdoor enclosures, runs, houses or pens including electric fences are permitted.
2. No livestock, poultry, non-domestic animals or exotics of any kind, including reptiles are permitted to be raised, kept or bred on any property.
3. Feeding of waterfowl or any wildlife is not permitted. Non-compliance will result in a

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\$500 fine.

## **SECTION E: VEHICLES**

*(Covenant 14)*

### **RULE 45. AUTO COVERS**

Only professionally manufactured vehicle covers are permitted; plastic tarps are not allowed. Vehicle covers must be securely fastened and kept in good condition. Covered vehicles are not permitted on public streets and must be stored in the resident's driveway or garage.

### **RULE 46. COMMERCIAL VEHICLES**

Only automobiles and small trucks which are used for resident's livelihood and/or emergency response may be parked in the owner's driveway or in front of their home. This includes vehicles with signage and/or commercial tags. Commercial vehicles are prohibited from parking on public streets in Southampton Township as per Ordinance #2004-14.

### **RULE 47. INOPERABLE VEHICLES**

Inoperable, disabled, abandoned, or unregistered vehicles including trailers of any type, may not be parked or stored on any driveway, street or lot.

### **RULE 48. PARKING**

- A. Passenger vehicles rated 3/4 ton capacity or less, with no more than 4 wheels may be parked in the driveway or in the street.
- B. A vehicle in the driveway should not obstruct the sidewalk or be parked on the lawn, except for snow removal.
- C. Vehicles parked in the street must be parked in the direction of traffic and may not be an obstruction to the free-flow of other vehicles.
- D. Traffic cones must be removed and out of sight when the vehicle is not present.
- E. Long-Term Parking: All vehicles parked on the streets in LeisureTowne for more than 30 days must be operative. Vehicles must be registered, insured and display a LeisureTowne decal (See Section E. Rule 50).
- F. No vehicle of any type may park overnight in Association parking areas, lots, or on Common Grounds without prior approval from the Association. Unauthorized vehicles will be towed at the owner's expense.
- G. The following classes of vehicles may only be parked in the driveway or in front of their residence for a maximum of 72 hours. Parking for a longer period of time requires written approval from the Community Manager. i.e. motor homes, trailers, campers, camper-types or add-ons, boats.
- H. Storage of recreational vehicles and boats is available, on a limited basis, by the Association for residents of LeisureTowne. Residents must contact the Association Office to apply, or be put on a waiting list for an assigned storage space.

### **RULE 49. SALE OF VEHICLE**

Only 2 inches For Sale signs each no larger than 8.5 inches x 11 inches may be

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displayed inside the vehicle.

#### **RULE 50. VEHICLE IDENTIFICATION DECALS (Decals)**

Decals are issued by the Office upon review/approval of a valid driver's license, current vehicle insurance, motor vehicle registration along with proof of residence and Leisuretowne ID.

- A. The Office will issue up to two decals per residence, one for each approved vehicle.
- B. Decals will not be issued to non-resident owners.
- C. When entering the community, every resident's vehicle must display their decal in the upper most driver's side windshield, below the tinted band.

#### **RULE 51. VEHICLE REPAIRS**

Automobile maintenance and repairs can be performed only in a garage or driveway. Driveway repairs must be completed within 48 hours. The maintenance or repair of vehicles for profit is not permitted.

### **SECTION F: ID ACCESS CARDS**

#### **RULE 52. ID ACCESS CARDS**

- A. Residents must swipe their ID access card to enter amenities, i.e., Laurel Hall, Settlers Hall, Friendship Hall (gym), Village Green and the pools.
- B. ID access cards must not be loaned or used to grant entry to anyone other than the cardholder and their approved guests. Violations will result in loss of privileges and a fine.
- C. A resident who loses their access privilege may not use the amenities as a guest.
- D. All residents must swipe their ID access card even when entering a group.
- E. All amenities have 24 hour surveillance.
- F. Residents are permitted a total of 4 guests per household.
- G. Guests may use amenities only if accompanied by a resident and subject to availability. The resident must remain with the guest at all times while using the amenity. Guests are not permitted to use resident-only amenities or attend resident-only events, and they are not allowed in the fitness center.
- H. Residents who violate the above rules (A –G) will be fined \$75.00 for each offense and will be denied access to the amenities for 30 days.
- I. Tampering with an access card entry machine will result in a \$300 fine plus the cost of any repairs. In addition, at the discretion of the Board of Trustees, the resident and household members will lose access to all amenities.
- J. Lost or stolen ID access cards must be reported to the Office as soon as possible. If no one is available, leave a message. Follow-up to ensure your card is disabled. NOTE: There is a charge for replacement.

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## **SECTION G: DUE PROCESS/ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURES/FINING SCHEDULE**

### **ENFORCEMENT/DUE PROCESS (Covenant 38) (By-Laws, Article V, Section 10, Paragraph K)**

Other than the notice provisions of specific violations contained within these Good Neighbor Policies, a reported and verified violation of the LeisureTowne Bylaws, the Consolidated Declaration of Restrictive and Protective Covenants and the Good Neighbor Policies (all referred to as the Governing Documents) will result in the following enforcement procedure:

A. Letter #1 – Initial Notification of Violation (Sent to Owner/tenant via Regular & Certified Mail)

This letter is sent from the Community Manager to the Owner/tenant (if leased) and will include, but not be limited to, the following information:

1. The specific violation(s).
2. The specific rule(s) violated, to include the name of the Governing Document, rule number/title and the specific language of the rule(s).
3. A chronology of the enforcement processes initiated to date.
4. The end date for correction of the violation (14 days from the date of the letter).
5. A statement that the Owner/tenant may contact the Association Office to request additional time for correction. At the discretion of the office staff, the request may or may not be approved.
6. If the Owner/tenant is not in agreement with the violation, he/she may appeal, in writing, to the Association Office for Alternative Dispute Resolution-Mediation meeting (ADR). The letter will include the end date for submission of an ADR request (14 days from the date of the letter). This is the first of two opportunities the Owner/tenant is afforded to request ADR.

Note: In the case of a minor violation, the office staff may call the Owner/tenant to make them aware of the violation and to ascertain if they will remedy the violation without formal action by the Association. If the Owner/tenant determines not to remedy the violation, formal enforcement action is initiated.

B. Letter #2 - Second Notification of Continued Violation (Sent to Owner/tenant via Regular & Certified Mail)

If the violation is not corrected by the date specified in Letter #1, the second notice is sent by the Community Manager to the Owner/tenant and will include, but not be limited to, the following information:

1. The specific violation(s). A copy of Letter #1 will be included with Letter #2.
2. The specific rule(s) violated, to include the name of the Governing Document, rule number/title and the specific language of the rule(s).
3. A chronology of the enforcement processes initiated to date, including the Owner/tenant's non-compliance.
4. The end date for correction of the violation (14 days from the date of the letter).
5. If the violation is not corrected by the specified end date, fining will be immediately assessed. The Owner/tenant will be advised of the amount and frequency of the fine.
6. If the Owner/tenant is not in agreement with the violation, he/she may appeal, in writing, to the Association Office for ADR. The letter will include the final date for submission of an ADR request (14 days from date of the letter). This is the final opportunity for the resident to request an ADR.

C. Letter #3 – Notice of Fining (Sent to Owner/tenant via Regular & Certified Mail)

The Notice of Fining letter will be sent to the Owner/tenant if (a) the violation was not

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corrected by the deadline date specified in Letter #2 and the Owner/tenant did not request an ADR or (b) the ADR decision determined that the violation exists. The Notice of Fining letter is sent by the Board of Trustees to the Owner/tenant and will include, but not be limited to, the following information:

1. The specific violation(s). A copy of Letters #1 and #2 will be included with Letter #3.
2. The specific rule(s) violated, to include the name of the Governing Document, rule number/title and the specific language of the rule(s).
3. A chronology of the enforcement processes initiated to date, including the Owner/tenant's non-compliance.
4. The date fining was initiated.
5. The amount and frequency of the fine.

D. If the violation is not corrected within sixty (60) days from the date of the *Initial Notification of Violation* letter (Letter #1), the Association may act to remediate the violation. This action is dependent upon the acuity of the violation and its impact on safety and property values. The cost of the remedial actions will be charged to the property owner and will be in addition to any fines levied against the Owner for the specific violation.

E. Any recurrence of the same violation within any twelve (12) month period, calculated from the date of the *Initial Notification of Violation* letter (Letter #1), will be considered a continuation of the original violation. A *Notice of Violation Recurrence* letter (Letter #4) will be sent, via Regular and Certified Mail, by the Board of Trustees to the Owner/tenant. Fines will begin as of the date of Letter #4, unless otherwise specified in the Good Neighbor Policies. The Notice of Violation Recurrence letter is sent by the Board of Trustees to the Owner/tenant and will include, but not be limited to, the following information:

1. The specific violation(s).
2. The specific rule(s) violated, to include the name of the Governing Document, rule number/title and the specific language of the rule(s).
3. A chronology of the original enforcement processes and the date the recurrence of the same violation was identified.
4. The date fining initiated.
5. The amount and frequency of the fine.

F. The aforementioned enforcement procedures do not apply to the following violations:

1. ID Access Cards
2. Commercial Vehicles
3. Lawn Maintenance
4. Violations that require an immediate fine (See below re: Fining Schedule)

#### **ALTERNATIVE DISPUTE RESOLUTION: MEDIATION PROCESS**

G. If a conflict arises between LeisureTowne Owners or between an Owner(s) and the Association, an Alternative Dispute Resolution-Mediation (ADR-Mediation) meeting will be offered to the Owner(s). An ADR-Mediation meeting is conducted with the Owner(s) and the Association. The purpose of the meeting is to attempt to resolve the violation issue(s) through negotiation and mediation. The "Alternative Dispute Resolution Policy and Procedures" is attached. (See Attachment A)

H. If an Owner wishes to pursue ADR-Mediation, the Owner is required to submit a request, in writing, to the Community Manager. In the absence of extenuating circumstances, the ADR Mediation meeting will be held no later than fourteen (14) days from the date of receipt of

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the resident's written request by the Community Manager.

- I. Following the ADR-Mediation meeting, the mediator will report, in writing, to the Board of Trustees either (a) the mediated resolution; or (b) the Committee's recommendation if the mediation was unsuccessful. The Board of Trustees will consider the recommendation and may accept or reject the recommendation.
- J. Fining relevant to ADR-Mediation:
  1. In accordance with the Governing Documents, the Board of Trustees may immediately levy a fine against the Owner in an amount determined by the Board of Trustees for the following:
    - a. The Owner has been cited for a violation of the Governing Documents, the Owner has not completely corrected the violation within the specified number of days and the Owner has not requested an ADR-Mediation meeting; or
    - b. The Owner has requested an ADR-Mediation meeting, the meeting was conducted, an agreement to resolve the dispute was unsuccessful and the violation was not corrected by the new date specified at the ADR-Mediation meeting.
  2. If the Owner requests an ADR-Mediation meeting, the date that fining was to begin will be temporarily suspended pending the meeting results. If the ADR decision is that the violation exists, and mediation was unsuccessful, the Owner will be advised at the time of violation is not corrected by the specified date, fining will begin immediately.
  3. If the ADR determination confirms that the violation exists, and mediation was unsuccessful and the Owner does not correct the violation by the specified date, fining is initiated immediately, and the Owner is no longer in good standing. As such, Association privileges including, but not limited to, ID badges, permits, use of and access to facilities and common property and the participation in Association activities and Board of Trustee elections will be immediately discontinued. Association privileges will not be reinstated until the violation is correct and all related fines are paid in full.

**FINING SCHEDULE (Covenant 27) (By-Laws, Article V, Section 10, Paragraph O)**

Fines shall constitute a lien against the offending property and offending Owners shall be personally liable for the payment of fines.

- A. In addition to the original fine levied for the violation(s), a fine of \$25.00 will be levied against the Owner for each violation for each day that the violation(s) continues after the final date for correction. The daily fine of \$25.00 will continue unabated until the total amount of the fine(s) due reaches \$5,000 in any twelve (12) month period or the violation(s) is corrected.
- B. If the violation persists at the time that the daily fine has accrued to the maximum of \$5,000, the Association may initiate legal action against the Owner. The Owner will be liable for the Association's attorney fees incurred in addressing the violation.
- C. Certain violations that involve a threat of harm to residents or damage to property may require the Board to act immediately. In such cases, the notice provisions of these rules will be followed as closely as is possible but, in such cases, a failure of full notice under these rules shall not constitute a defense to the violation nor a basis for reducing or eliminating the fine(s).

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- D. Unpaid fine(s) over \$250.00 will result in a lien being formally filed with the County Clerk on the Owner's property in favor of the Association until the fine(s) is paid.
- E. If any fine is not paid for three (3) months, the Association may initiate legal action against the Owner.
- F. An *immediate one-time fine of \$250.00* will be levied against the Owner for the following:
  - 1. An Owner willfully and knowingly violates the Good Neighbor Policies of the Association; or
  - 2. An Owner does not obtain a permit for a project from the Architectural Control Committee; or
  - 3. A violation of the Governing Documents is noted in progress, a request is made to the Owner by Association Management or a Board Member to cease the violation and the request is ignored.
- G. For commercial vehicle violations, an immediate fine of \$100.00 will be levied against the Owner in accordance with the following:
  - 1. A letter will be sent, via Regular and Certified mail, advising the Owner of the specific violation, the date of correction and the fine of \$100.00 for non-compliance.
  - 2. The \$100.00 fine will be imposed immediately unless the Owner or tenant disputes the violation and the Owner requests an ADR-Mediation meeting.
  - 3. During the mediation process, the commercial vehicle, whether it is parked in the Owner's driveway or on the street, must be removed from Leisure Towne.
  - 4. If the Owner's appeal is denied by the ADR Committee and the Board of Trustees, the fine will be imposed.
  - 5. Subsequent commercial vehicle violations will result in a fine of \$100.00 for each infraction. In addition to the \$100.00 fine, a daily fine of \$25.00 will be immediately initiated for each day that the violation continues in accordance with Paragraph A of the Fining Schedule. The Owner will be denied the opportunity for an ADR request and meeting for each occurrence.
- H. Both the Owner and the tenant will be jointly liable for all fines and other penalties assessed for violations of the Governing Documents.
- I. All legal fees and other costs incurred by the Association in enforcing any and all of the restrictions as contained in the Governing Documents or collecting fines or assessments are the responsibility of the Owner and, where applicable, the tenant.

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## **ATTACHMENT A *Alternative Dispute Resolution Policy and Procedures***

WHEREAS, the Board of Trustees of the LEISURETOWNE HOMEOWNERS ASSOCIATION believe that conflicts which arise between association homeowners and between homeowners and their association are best resolved by way of negotiation and mediation rather than litigation; and

WHEREAS such "Alternative Dispute Resolution" (ADR) is faster, friendlier, less expensive and often more effective than resorting to the courts to resolve disputes; and

WHEREAS the Planned Real Estate Development Full Disclosure Act of New Jersey (N.J.S.A. 45:22A-44c) requires that "an 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"; and

BE IT THEREFORE RESOLVED that the following ADR procedure is hereby adopted by the Board of Trustees of the LEISURETOWNE HOMEOWNERS ASSOCIATION at its meeting on May 27, 2021 and shall be added to the Association's Good Neighbor Policies:

### **Section I . ALTERNATIVE DISPUTE RESOLUTION (ADR)**

1. **Applicability** This ADR procedure shall apply to all housing-related disputes which arise between unit owners, as well as between unit owners and the Association. Although ADR must be offered in all such situations, acceptance of and participation in the ADR procedure is voluntary on the part of all unit owners. This ADR procedure shall not apply to disputes regarding payment of assessments, penalties, fines and fees nor shall it apply to legal disputes between unit owners unrelated to the provisions in the governing documents.
2. **Method** The ADR method to be offered by the Association shall be "mediation". Mediation, unlike arbitration and litigation, is an informal, cooperative, problem-solving approach to conflict resolution. It provides for a neutral mediator to assist the parties to negotiate a settlement of their dispute which is agreeable to all involved.
3. **Mediator** The neutral party who shall act as the mediator of the aforesaid housing-related disputes shall be a panel of independent individuals from outside the community and/or residents from the Association who shall be selected by the Board of Trustees. The panel shall be known as the "ADR Committee". The panel which will mediate any given dispute shall consist of no less than three (3) but no more than five (5) persons, but nothing shall prevent the overall number of panel members from being greater than five (5) (i.e. substitutes and alternates are encouraged). No panel member who has any direct interest or involvement in the dispute to be mediated shall serve as a panel member with regard to that dispute, nor shall any current member, spouse, partner or relative of the Board of Trustees of the Association be permitted to serve as a panel member. In the event that less than three (3) panel members are available to mediate a dispute, the parties involved may agree to allow that panel to mediate the dispute. If all parties do not so agree, the Association shall hire a professional mediator to mediate the dispute, in which event the cost of hiring the professional mediator will be borne by the Association.
4. **Procedure**
  - a. **Dispute between unit owners**
    - i. Upon formal notice to the Association from a unit owner that a dispute exists with another property owner or occupant, the Community Manager shall contact all parties to determine the nature of the dispute and to attempt to quickly and informally resolve the dispute.
    - ii. If the efforts by the Community Manager described in (i) above are not successful within three (3) business days, the Community Manager shall send formal written notice to the parties involved

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acknowledging that a dispute exists, identifying the nature of the dispute, and offering ADR-Mediation to the parties involved.

iii. If a party requests an ADR-Mediation, that party shall notify the Community Manager in writing within five (5) business days. Upon receipt of said requests by all parties, the Community Manager shall promptly schedule an ADR-Mediation meeting, which shall be held no later than fourteen (14) days from the date the Community Manager receives the requests from all parties involved.

iv. In a dispute involving more than two parties, if less than all parties agree to ADR-Mediation, the meeting may still go forward only if those parties participating agree that such mediation would be beneficial. In a dispute involving only two parties, if less than both agree to ADR-Mediation, then the Association's offer of ADR will be withdrawn. If the ADR offer is withdrawn and the dispute involves a violation of the Good Neighbor Policies or any other governing document of the LEISURETOWNE HOMEOWNERS ASSOCIATION, the Association will proceed to enforce said Good Neighbor Policies or any other governing document pursuant to its enforcement powers as outlined elsewhere in the governing documents of the Association and as otherwise provided by law.

b. Dispute between a property owner and the Association

i.(1) In the event that a unit owner or occupant violates a rule(s) within the Good Neighbor Policies or any other governing document of the Association, the Community Manager shall notify the unit owner, in writing, of the violation and request that the unit owner correct the violation by a specific date. The notice shall also inform the property owner of the option to resolve the dispute by way of ADR-Mediation.

i.(2) In the event that a unit owner does not correct the violation by the date specified in the aforesaid letter, the Community Manager will again notify the unit owner, in writing, of the violation and request that the unit owner correct the violation by the new date stipulated in the second letter. This notice shall also inform the property owner of the option to resolve the dispute by way of ADR Mediation.

ii. If the unit owner requests an ADR-Mediation, he/she must do so, in writing, to the Community Manager within fourteen (14) days from the date of either of the two aforementioned letters. Upon receipt of the request by the unit owner, the Community Manager shall promptly schedule an ADR-Mediation meeting which, in the absence of extenuating circumstances, shall be held no later than fourteen (14) days from the date the Community Manager receives the written request from the unit owner.

iii. If the unit owner does not timely respond to the Association's offer of ADR, or affirmatively declines, then the Association's offer of ADR will be withdrawn. In the event the offer of ADR is withdrawn, the Association will proceed to enforce its Good Neighbor Policies or any other governing document pursuant to its enforcement powers as outlined elsewhere in the governing documents of the LEISURETOWNE HOMEOWNERS ASSOCIATION and as otherwise provided by law.

c. The Mediation Meeting

i. The meeting shall take place at the Association Office or, in the event that the office is unavailable, at a neutral site agreeable to all parties involved.

ii. All unit owners or occupants involved in the dispute must attend either in person or by video conferencing. In disputes involving the Association, the Community Manager or other designated representative shall attend on behalf of the Board of Trustees. Members of the Board of Trustees may also attend.

iii. The Community Manager shall designate the particular ADR panel members who shall mediate the dispute, and those members shall attend.

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iv. In order to provide the ADR panel members adequate time to prepare, each party shall put their position in writing at least three (3) days prior to the meeting along with any documents, photographs, etc. that will be presented at the meeting.

v. The unit owners involved in the dispute may have legal counsel present with them at the meeting, although it is not necessary nor required to do so.

vi. The conduct of the meeting shall follow these general guidelines although the procedures may be amended by the panel chair at any time the panel deems it in the best interest of resolving the dispute (i.e. flexibility in the conduct of the meeting is permitted if likely to achieve a positive result):

- the designated chair of the panel shall give brief opening remarks, welcoming the participants, introducing the panel members and outlining the procedure to be followed at the meeting.

- in disputes between unit owners or occupants, the initial complainant shall succinctly describe the nature of the dispute and his/her position with regard to it, followed by any questions the panel may have of that unit owner. The other party to the dispute shall then succinctly state his/her position with regard to the dispute, followed by any questions the panel may have of that unit owner.

- in disputes between a unit owner and the Association, the representative of the Board of Trustees (e.g. the Community Manager) shall succinctly state the nature of the dispute and the Board's position with regard to it, followed by any questions the panel may have of the Board's representative. The unit owner in the dispute shall then succinctly state his/her position with regard to the dispute, followed by any questions the panel may have of that unit owner.

- following the presentations of positions by the parties involved, the panel will then "caucus", whereby they engage in discussion amongst themselves and with the parties, either separately, together, or both, in an effort to identify the issues raised and the interests expressed, and to explore resolutions of the dispute through negotiation, compromise and ultimately agreement.

- it is expected that if a resolution is attainable, it can be reached during one mediation meeting of reasonable length; if, however, another meeting is necessary to fully resolve the dispute, it shall be promptly scheduled by the Community Manager at an agreeable time no greater than ten (10) business days from the date of the first meeting in the absence of extenuating circumstances.

- in disputes between a unit owner and the Association, the Board's designated representative shall attend with authority from the Board to resolve the matter at the meeting (within the parameters of that authority), or, at the very least, with the ability to contact the Board by telephone during the meeting with regard to resolving the dispute.

#### d. The Result

i. In a dispute between unit owners, if an agreement which resolves the dispute is reached, it shall be reduced to writing by the ADR panel/mediator and signed by the parties. A copy shall be given to each party, as well as to the Board of Trustees. If an agreement to resolve the dispute cannot be reached at the meeting, and if there is no reasonable prospect of an agreement being reached at a second meeting, the parties will be dismissed from the ADR process and the ADR panel/mediator shall inform the Board of Trustees of this result.

ii. In a dispute between a unit owner and the Association, if an agreement which resolves the dispute is reached, it shall be reduced to writing by the ADR panel/mediator and signed by the property owner and the Board's designated representative. A copy shall be given to the unit owner and to the Board. If an agreement to resolve the dispute cannot be reached at the meeting, and if there is no reasonable prospect of an agreement being reached at a second meeting, the ADR panel shall confer and make a formal written recommendation to the Board of Trustees which sets forth findings of fact as it relates to the dispute, as well as a proposed resolution of the dispute. This recommendation to the Board

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shall be made within five (5) business days of the meeting and a copy shall be sent to the unit owner. The recommendation shall be considered by the Board but shall not be binding on the Board or on the unit owner.

e. Right to Appeal

i. In a dispute between a unit owner and the Association in which an agreement resolving the dispute was not reached after ADR-Mediation, the findings and recommendation of the ADR panel/mediator may be appealed by either the unit owner or the Association.

ii. If either party believes that the panel's/mediator's findings of fact were incorrect, or that the panel/mediator incorrectly applied the Association's Good Neighbor Policies or any other governing document to the facts of the dispute, or for any other reason feels aggrieved by the results of the ADR Mediation meeting, that party may appeal to the ADR panel/mediator to reconsider its findings and recommendation. Such an appeal must be in writing and addressed to the ADR panel/mediator in care of the Community Manager's office. A copy of the appeal must be served on the other party. The appeal must be received by the ADR panel/mediator within five (5) business days of the service of its findings and recommendation. The appeal must state the grounds upon which the appeal is made and should set forth the aggrieved party's requested result.

iii. The ADR panel/mediator shall respond to the aggrieved party's appeal in writing within five (5) business days of its receipt of the appeal. A copy of the response shall be served on both parties. In the discretion of the panel/mediator, if another meeting is in order (e.g. to discuss new information bearing on the dispute which was not submitted at the original meeting), the panel shall promptly schedule another meeting which shall take place not more than ten (10) business days from the service of the panel's response to the appeal. Thereafter, Sections 4 and 5 shall apply. ADR will be offered for a maximum of two (2) meetings. Each party is entitled to further pursue the dispute by any other legal remedy.

5. Counsel to the ADR Panel/Mediator. The Association's attorney shall serve as legal advisor to the panel/mediator. The attorney shall serve as a resource to the panel with regard to ADR-Mediation procedure, not as an advocate for one party or the other.

6. Confidentiality. The ADR-Mediation process and the writings and statements made therein, shall be held in strictest confidence. The meetings themselves are not to be open to the public. Only those persons directly involved in a dispute are permitted to attend a meeting. The panel members are not permitted to discuss a dispute or the findings and recommendations they make with regard to any dispute to anyone other than the parties and their fellow panel members.

7. Costs. Any costs incurred by a party as a result of their participation in the ADR-Mediation process (e.g. costs of hiring legal counsel, costs of gathering and presenting evidence, etc.) shall be borne solely by the party incurring the costs. In the event that the Association is required to hire a professional mediator to mediate a dispute (see Section 3, above), that cost shall be the responsibility of the Association.

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