



**RULES AND REGULATIONS**  
**OF**  
**LEISURETOWNE ASSOCIATION, INC.**

**Adopted October 26, 2021**

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## **RULES & REGULATIONS**

### **SECTION A: INTRODUCTION**

#### **GENERAL STATEMENT**

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

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

These Rules and Regulations 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 Rules and Regulations 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 Rules and Regulations for our community may seem restrictive. However, there are many benefits to having a robust set of Rules and Regulations, 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 Rules and Regulations, 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 seven (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 Rules and Regulations.

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.

### **ASSOCIATION ACCESS TO RESIDENTIAL PROPERTIES AND 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 Rules and Regulations, Covenants and Bylaws.

In the event that a dwelling and/or Lot is not maintained as stipulated in the preceding paragraph and the Board of Trustees 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 ten (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.

The Association will have the right to 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.

### **RULES OF PARTICULAR IMPORTANCE**

It is important to emphasize those rules, as listed below, that have an overall impact on our community. This list is not intended to be all inclusive. These restrictions can be found within the Association Rules and Regulations and the Covenants.

- A. Driveways, patios, porches and room additions may not extend beyond the original footprint of the sides of the house.
- B. No freestanding structure, such as a trailer, tent, shack, garage or barn, storage shed, screen house or other outbuilding, whether manufactured or constructed, may be built or used on any residential Lot at any time. (Exemption: Multi-House Buildings/storage sheds)
- C. No unsightly weeds, overgrown shrubs, underbrush or other unsightly vegetation are permitted to grow or remain on any residential Lot and no refuse pile or unsightly objects are allowed to be placed, remain or accumulate on any residential Lot.

- D. All modifications/improvements to the exterior of the house and Lot, excluding plantings, must receive prior approval from the Architectural Control Committee.
- E. Complete or partial perimeter fences of any height or material, including living material, are not permitted.
- F. No signs of any kind may be displayed to the public view on any residential Lot, except those permitted by law or the Association Rules and Regulations.
- G. Nothing can be disposed of in any storm drain.
- H. The feeding of waterfowl on any residential Lot, waterway or Common Grounds is prohibited.
- I. Outdoor animal enclosures, runs, houses and pens are not permitted. Pets may not be left unattended outside regardless of being on a leash/tether or on a porch, deck or patio.
- J. Vehicles may not be parked on lawn areas.
- K. No gas-powered motor vehicles, including but not limited to, dirt bikes, snowmobiles and motorcycles may be driven on Common Grounds. (*Covenant 15*)
- L. Prior to the sale of a house, the exterior of the house must be inspected and approved for adherence to the LeisureTowne Rules and Regulations, Covenants and Bylaws. Residents must advise the Administrative Office of LeisureTowne when they are listing a property for sale.
- M. All types of wooden, wire or plastic fencing used as landscape accents, regardless of the height or color, are not permitted.
- N. Architectural Control Committee permits must be displayed in the front window of the house from the initiation to the completion of each project.
- O. Residents are not permitted to alter, in any manner, any Common Properties owned by the Association.

### **GRANDFATHER PROVISION**

- A. Any changes to the exterior of a house or the residential Lot, that were *approved* by the Architectural Control Committee *prior to the adoption* of these Rules and Regulations, are considered grandfathered and not in violation of these Rules and Regulations.
- B. Any grandfathered changes must be maintained in accordance with the current Rules and Regulations.
- C. The grandfather provision applies only to the repair of and not the replacement of these changes. A replacement requires compliance with the current Rules and Regulations, including approvals by the Architectural Control Committee and, if applicable, Southampton Township.

D. When there is a change of ownership of the house, previously grandfathered changes may be determined, at the sole discretion of the Board of Trustees, to be out of compliance with the current Rules and Regulations and subject to fines if not brought into compliance before the sale. Any such determination by the Board shall be enforceable against the new Owner if not resolved prior to the sale.

## **SECTION B: GENERAL PROPERTY USE, MAINTENANCE AND IMPROVEMENTS**

### **RULE 1. BARBEQUES, FIRE PITS AND CHIMENEAS**

A. Only portable and non-permanent barbeque grills are permitted. Barbeque grills may be fueled by a twenty (20) pound propane tank. Natural gas connections are permitted and may be used only after approval from Southampton Township.

B. In accordance with the N.J. Uniform Fire Code, barbeque grills cannot be stored or operated within five (5) feet from any combustible surface.

C. Outdoor fireplaces, fire tables, fire pits and chimeneas are not permitted.

D. Open burning of any kind, including but not limited to, “campground” fires, bonfires, elevated torches known as tiki torches and fireworks of any kind (including “firecrackers” and “sparklers”), are not permitted.

### **RULE 2. BOATS, DOCKS AND BANK MAINTENANCE** *(Covenant 11, 12, 13,14)*

A. No Owner is permitted to erect, construct, install or maintain a dock or facility of any kind, type or nature whatsoever, whether manufactured or constructed, in or near any of the waterways, already existing or to be constructed.

B. Residential Lots do not extend to the lakefront. A minimum of ten (10) feet around each lake is owned by the Association. This natural buffer zone of, at least, ten (10) feet is required from the edge of the lake up the embankment along all the Association’s Common Grounds. A natural undisturbed vegetative buffer provides erosion control by stabilizing the lake bank and absorbing pollutants from streets and lawns (i.e., fertilizer, pesticides, weed killers) preventing them from reaching the lakes.

C. If an Owner wishes to have the buffer zone vegetation trimmed to enhance the view of the lake, 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.

D. No trees may be removed from the buffer zone. If there is a dead tree in the buffer zone, the Association Office must be contacted for removal.

E. No Owner may store or maintain any type of watercraft within, at least, ten (10) feet of any waterway or lake.



F. Watercraft that does not require trailers can be stored only at the rear of the Owner's Lot in close proximity to the house.

G. Watercraft that requires a trailer may not be stored anywhere on the Owner's Lot. Storage of watercraft that requires a trailer is provided, on a limited basis, by the Association for LeisureTowne residents.

H. Boats are not to be left unattended in the waterways.

I. Except for electric motors, no boat or watercraft to be used in the waterways shall be propelled by a motor.

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

A. Laundry may be dried outdoors in the rear of the house provided that laundry is removed by sundown.

B. Permanent laundry lines are not permitted.

C. Only umbrella-type dryers or temporary or retractable lines, attached to either one removable pole and the house or two removable poles, can be used.

D. Umbrella-type dryers must be folded and retractable lines retracted or temporary lines removed when not in use.

### **RULE 4. CURTAINS, SHADES AND BLINDS**

A. Only shades and/or curtains designed for outdoor use are permitted on open porches that are not enclosed with screens or windows.

B. Indoor curtains, shades and blinds are permitted only on porches that are enclosed with screens or windows.

C. All curtains, shades and blinds must be maintained in good repair and positioned so as not to create an unkempt outward appearance of the house.

D. Open porch curtains must be tied back when not in use.

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

A. Porch-like furniture, including chairs, swings, benches (no longer than five (5) feet) and small tables (exclusive of picnic tables) may be permanently placed on the front or side porch/patio or in the rear of the house.

B. Exterior furniture placed behind the house:

1. Must not be visible from the front of the house;
2. Must be placed no less than ten (10) feet from side and back property lines; and
3. Grass beneath and surrounding the furniture must not be allowed to grow higher than six (6) inches and must be maintained in accordance with Rule 14, titled Lawns, (Items A through I).

C. Exterior furniture may be placed temporarily on front or side yards, on driveways and on walkways. Furniture placed on front or side yards, on driveways and on walkways must be removed at the end of each day.

D. Large family-sized tables, including picnic tables, may only be placed on a side patio or in the rear of the house.

E. All exterior furniture must be maintained in good repair.

F. Storage on, under or around exterior furniture is not permitted.

**RULE 6. FENCES (Including Living and Invisible Fences)** *(Covenant 23)*

A. Complete or partial perimeter fences of any height or material (including living material) are **not** allowed. This restriction has been a long-standing rule in LeisureTowne.

1. A perimeter fence is defined as an installed or living fence that is located directly adjacent to the property line or is installed/planted at any distance from and which runs parallel to the property line.
2. A living fence is defined as any configuration or sequence of bushes, shrubs or trees which forms, or may form, a continuous barrier. All existing living fences must be kept trimmed and free of dead wood and may not exceed six (6) feet in height.

B. *Exemption:* Residents on Maidstone Place and Buckingham Drive whose property directly abuts Big Hill Road may, with Architectural Control Committee 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. A survey and landscape design must accompany the application submitted for prior approval by the Architectural Control Committee. This exception is intended to help with deadening the noise from vehicular traffic on Big Hill Road. This exception does not include plantings between houses.

C. Invisible fences (i.e., electric fences for animal control) are not permitted.

D. A living privacy panel is permitted along one side of a patio or porch located in the rear of the house only. The living privacy panel can be no greater than six (6) feet high and eight (8) feet long.

## **RULE 7. FLAGS AND FLAGPOLES**

- A. A flagpole mounted in the ground requires Architectural Control Committee approval prior to installation.
- B. A flagpole mounted on the house does not require Architectural Control Committee approval.
- C. Only one (1) flagpole mounted in the ground and/or one (1) flagpole mounted on the house are permitted.
- D. A flagpole in the ground must be permanently mounted and may not exceed twenty-five (25) feet.
- E. Only the official national flag of the United States and/or the official flags of the U.S. military branches are permitted on ground mounted flagpoles and must be flown in conformance with Federal flag regulations. Only two (2) of the aforementioned flags may be flown on a ground mounted flagpole at any time.
- F. The official national flag of the United States may be displayed at all times only if the flag is illuminated during darkness.
- G. Flags cannot be flown or displayed on anything other than a flagpole.
- H. Political flags may be flown no more than thirty (30) days before and no more than twenty-four (24) hours after election day.
- I. Any flag(s) deemed offensive by the Association may not be displayed.
- J. Flags must be replaced when worn or shabby.
- K. Flagpoles must be maintained in good repair.
- L. Flagpoles not in use must be removed.

## **RULE 8. FLOWER BEDS, SHRUBS AND TREES** *(Covenant 21)*

- A. Flower beds must be kept neat and free of excessive weeds.
- B. Artificial flowers or artificial plants are not permitted in flower beds and can only be placed in a planter on the front porch or *on* the 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. These landscape accents may not exceed twelve (12) inches in height and must be properly maintained.

D. Except for the landscape accents permitted in Item C above, all other landscape accents, including but not limited to, wooden, wire or plastic fencing, regardless of the height or color, are not permitted.

E. Wooden, wire or plastic fencing, regardless of height or color, are not permitted along entrance walkways, driveways and sidewalks.

F. *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 two (2) feet from each side of the post and are properly maintained. (See also Rule 15, Mailboxes and House Numbers, Item E)

G. Shrubs, bushes or trees blocking street/traffic signs and sidewalks or blocking vision at intersections must be trimmed to provide, at least, a twelve (12) foot clearance over roadways and an eight (8) foot clearance over sidewalks.

H. Dead shrubs, bushes and trees must be removed. Stumps must be ground to or below ground level or completely removed.

## **RULE 9. GARAGE SALES**

A. Individual garage sales are not permitted. Only community-wide garage sales are allowed.

B. Community-wide garage sales are limited to two (2) times per year.

## **RULE 10. GARBAGE, TRASH AND RECYCLING CONTAINERS**

A. Garbage, trash and trash-like items of any kind may not be stored on front or back patios and porches or on front, side or back yards.

B. Garbage/trash and recycling containers must be covered and only stored in the garage or in a garbage/trash/recycling storage enclosure. Garbage/trash and recycling containers cannot be left outside the home or outside of the enclosure. (See Exemption: Multi-House Buildings)

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

A. Trash containers must be stored in the provided storage closet or in the rear of the house.

B. Recycling containers must be stored in the provided storage closet, in the rear of the house or on the front porch of the house where they should be made as inconspicuous as possible.

## **RULE 11. HOLIDAY DECORATIONS**

A. Christmas/Hanukkah/Kwanzaa and Halloween holiday lights and decorations on the lawn, house, shrubbery or trees are permitted and may be displayed for thirty (30) days before and fourteen (14) days after the holiday.

B. Other holiday and celebration lights and decorations may be displayed for ten (10) days before and seven (7) days after the holiday or celebration.

C. Only one (1) inflatable holiday decoration can be a maximum of six (6) feet high as measured from the ground level to its upper most point. The remaining five (5) inflatable holiday decorations must be smaller in height.

D. Inflatable holiday decorations must be securely anchored.

## **RULE 12. HOT TUBS**

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

B. Inflatable hot tubs are also prohibited.

## **RULE 13. LAWN AND BED ORNAMENTS / PLANTERS**

A. No more than seven (7) lawn and bed ornaments are permitted on each of the front, sides and rear of the house. These ornaments may only be located in planting beds.

B. No more than seven (7) planters are permitted on the exterior of the house.

C. Only one (1) lawn and bed ornament can be a maximum of three (3) feet high as measured from the ground level to its uppermost point, eighteen (18) inches long and eighteen (18) inches wide. All other lawn and bed ornaments must be smaller in length and width with a maximum height of eighteen (18) inches.

D. Decorative benches can be a maximum of twelve (12) inches high, thirty (30) inches long and twelve (12) inches wide.

E. Bird Baths must be commercially available residential structures, or copies thereof, made for the purpose of allowing birds to drink and bathe. Sun Dials must be commercially produced, or copies thereof, and recognizable as Sun Dials.

F. Only floral planters are permitted on the front of the house.

G. Floral planters may not be placed on the driveway with the following exceptions:

1. One (1) floral planter may be placed at the top of the driveway directly next to the house on either/each side of the garage door opening; or
2. One (1) floral planter may be placed on either/each side of the bottom of the driveway which abuts the sidewalk. The planter(s) may not intrude onto the sidewalk.

H. A small garden flag is considered a lawn and bed ornament and is, therefore, included in the calculation of the number of permissible ornaments.

**RULE 14. LAWNS** *(Covenant 21, 28)*

A. Only natural grass and non-invasive living plants, flowers and other vegetation are permitted on residential properties. Bamboo, an invasive plant, is not permitted on residential properties.

B. A minimum of sixty percent (60%) of each of the front, the side and the rear lawns must be natural grass.

C. Forty percent (40%) of the property can be flower or shrub plantings contained in planting beds.

D. 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.

E. Zoysia and artificial grass are not permitted.

F. Lawns which have weeds, bare spots and/or brown/dead areas in excess of thirty (30) percent of the total lawn areas, inclusive of front, side and back lawns, will be considered unkempt.

G. Excess dead leaves must be removed from lawns and planting beds in the Fall.

H. Residents may not mow grass within ten (10) feet of the waterways.

I. Lawns must not be allowed to grow to a height in excess of six (6) inches.

1. If a lawn is in excess of six (6) inches, the resident will receive a ten (10) day written notice to correct the violation.
2. If the lawn is not mowed within ten (10) days from receipt of the written notice, the Association will mow the lawn. The resident will be charged \$100.00.
3. With each subsequent violation, the Association will mow the lawn without prior written notification to the resident. The resident will continue to be charged \$100.00 each time the resident's lawn is mowed by the Association.

## **RULE 15. MAILBOXES AND HOUSE NUMBERS**

A. Only a single Standard-sized (19" long, 6.5" wide, 8.5" high) or a single Large-sized (22.6" long, 8.7" wide, 10.9" high) residential mailbox is permitted.

B. A single, secondary receptacle mounted on the mailbox post to accommodate the delivery of newspapers, publications and other non-mail items is recommended. A secondary receptacle on a separate post is not permitted.

C. Mailboxes and non-mail receptacles must be suitably mounted on a durable post such as treated wood, aluminum or wrought iron. All-in-one molded box/post units are also acceptable.

D. House numbers are required to be prominently displayed on the front of the home and on both sides of the mailbox. House numbers must be visible from both sides of the mailbox or post. All house numbers must be three (3) inches high and reflective.

E. Only the post, mailbox and attached non-mail receptacle, grass and existing trees are permitted in the area between the sidewalk and the curb. Minor variations such as stone or plantings are acceptable around the post provided that they do not extend more than two (2) feet from each side of the post.

F. The post, mailbox, non-mail receptacle and any plantings/stones around the post must be properly maintained.

G. The post, mailbox and non-mail receptacle must be kept free of mold and mildew.

## **RULE 16. MAINTENANCE OF HOUSE AND RESIDENTIAL LOT** *(Covenant 21, 22)*

A. The exterior of the house must be free of mold, mildew, areas of faded color, bare spots, blistering paint and mismatched paint and siding material.

B. The colors on all sides of the house must be the same.

C. Roof shingles must be flat and held securely in place. Missing shingles must be replaced with shingles of like color.

D. Gutters must be secured firmly in place with no sagging portions and must be kept free of debris and vegetation. Down spouts must be firmly anchored and with splash blocks in place.

E. Missing gutters and down spouts must be replaced with similar materials and must match the base color of the house or the trim or may be white.

F. Windows and doors may not have broken glass, plywood, plastic or newspaper inserts. All screening and awnings must be in good repair.

G. Window treatments, including but not limited to, curtains, blinds and shades, must be maintained in good repair and positioned on the window so as not to create an unkempt outward appearance of the house.

H. Storm and garage doors must be hung squarely and maintained in good repair.

I. Shutters must be hung squarely and without loose or missing slats. Shutters that are missing must be replaced.

J. 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.) on or around a house or residential Lot is prohibited.

K. Large floral planters over eighteen (18) inches in diameter may be stored in the yard during the winter. All others must be removed.

L. No unsightly weeds, overgrown shrubs, underbrush or other unsightly vegetation is permitted to grow or remain on any residential Lot.

#### **RULE 17. NUISANCES** *(Covenant 6)*

No noxious or offensive activity can be carried on upon 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 of Trustees.

#### **RULE 18. POOLS AND PONDS** *(Covenant 16)*

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

#### **RULE 19. PUBLIC WATER AND SEWER** *(Covenant 18)*

No Owner or tenant of any residential Lot or dwelling will be permitted to drill any well or construct any casement or water retrieval or access facility. Each residence structure on every Lot will be connected to a public water supply and the sewerage disposal systems provided.

#### **RULE 20. REFUSE** *(Covenant 20)*

A. 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 waste.

B. Trash, garbage, garden or plant debris and other waste must be kept in sanitary containers.

C. Resident refuse may not be placed in Association dumpsters.



## **RULE 21. SALE OF HOUSE CONTENTS / ESTATE SALE**

- A. The sale of the contents of a house is permitted when the dwelling is being vacated by the Owner and/or tenant or it is an estate sale.
- B. The Association must be notified at least seven (7) days in advance of the proposed sale. If approved by the Community Manager, a permit will be issued. Display of the permit is required in the front window.
- C. The sale is considered a one-time event, is limited to a maximum of two (2) consecutive days and may begin no earlier than 8:00 A.M. and end no later than 6:00 P.M. each day.
- D. The display of any items for sale outside the house is not permitted.
- E. No items of any kind from outside sources with the intent to sell may be brought into the house prior to and during the sale.
- F. An auction is not permitted.

## **RULE 22. SIDEWALKS**

- A. It is the Owner's responsibility to maintain the sidewalks which abut their property. It is important that the Owner comply with the Southampton Township Ordinance regarding maintenance of sidewalks, that is, Chapter 9, titled "Streets and Sanitation," Subchapter 4, titled "Property Owners to Construct, Maintain and Repair Sidewalks," Item 9-4.1.  
  
Item 9-4.1 states, "It shall be the duty of the owner of any real property in the township abutting any public street or sidewalk to construct, repair, alter, relay or maintain the public sidewalks in front of the property whenever sidewalks are required or being already installed, shall be in such disrepair as to constitute a hazard to the general public using the sidewalk unless they are repaired, altered, relayed or maintained."
- B. It is the Owner's responsibility to maintain the apron which abuts the sidewalk and driveway area.
- C. Repairs and replacements must conform to the existing sidewalk or apron.
- D. Excessive weeds or grass growing through sidewalk joints or along curbing must be removed.
- E. Broken curbs are the responsibility of Southampton Township and should be reported to the Township by the Owner.

### **RULE 23. SIGNS / BANNERS** *(Covenant 9)*

A. Other than the political signs detailed in Item B below, no sign of any kind may be displayed to the public view on any residential Lot or from within a dwelling which is visible through any window or door, except those permitted by law. Any signs required by law may be displayed upon notice to the Association Office.

B. A political sign no more than eighteen (18) inches wide and eighteen (18) inches high may be displayed in a window or door of a house. The political sign may be displayed no more than thirty (30) days before a Federal, State, County or Township election and must be removed within twenty-four (24) hours after the election to which it applies.

C. A sign or banner for the purpose of a celebration may be displayed on a resident's front lawn or on the exterior of the house for a maximum of five (5) days. Signs must be professionally made, with no offensive language. No other banner of any kind may be displayed on any residential Lot or from within a dwelling which is visible through any window or door without the approval of the Community Manager. Political signage of any kind is not permitted.

D. *Exception:* Political signs and a banner are permitted by each candidate for Association elections. Political signs and the banner may be displayed no more than thirty (30) days before an election and must be removed within twenty-four (24) hours after the election.

### **RULE 24. SNOW REMOVAL**

A. The Owner/tenant is responsible for removal of snow and ice from sidewalks which abut their property. It is important that the Owner/tenant comply with the Southampton Township Ordinance regarding removal of snow and ice, that is, Chapter 9, titled "Streets and Sanitation," Subchapter 3, titled "Removal of Snow and Ice from Sidewalks," Item 9-3.1.

Item 9-3.1 states, "The owner, occupant or tenant of premises abutting or bordering upon any street in the township shall remove all snow and ice from the abutting sidewalks of such streets, or in the case of ice, which may be so frozen as to make removal impracticable, shall cause the same to be thoroughly covered with sand or ashes within 24 hours after the same shall fall or be formed thereon."

B. The Owner/tenant is responsible for removal of snow and ice from sidewalks within twenty-four (24) hours after a snowfall.

C. Residents who are away during the winter must arrange to have snow and ice removed from their sidewalks during their absence.

D. Shoveling snow into the streets is prohibited.

## **RULE 25. STORAGE BOXES**

- A. Only one (1) freestanding, prefabricated vinyl storage box per home is permitted.
- B. The storage box must be placed in the rear of the home on the patio or deck directly adjacent to the house.
- C. The maximum dimensions of the storage box are four (4) feet wide, three (3) feet deep and three (3) feet high.

## **RULE 26. STORAGE PODS, DUMPSTERS, DUMPSTER BAGS AND PORTABLE TOILETS** *(Covenant 14)*

- A. Storage pods and dumpsters may not be parked on the street for more than three (3) business days.
- B. Portable toilets may not be placed on the street.
- C. While in use and while awaiting pick up, dumpster bags may not be placed on the resident's lawn or on the sidewalk.
- D. Prior to the delivery of a storage pod, dumpster or portable toilet or the use of a dumpster bag, approval must be obtained from the Community Manager. The approval is limited to thirty (30) days.
- E. If additional time is required past the initial thirty (30) day increment, approval must be obtained from the Community Manager.
- F. The maximum time that a storage pod, dumpster, dumpster bag or portable toilet can remain at a residence is sixty (60) days.

## **RULE 27. TRASH AND RECYCLING – CURBSIDE PLACEMENT**

- A. Trash and recycling may be put outside no earlier than **3:00 P.M.** of the day immediately preceding pick-up day. At all other times, trash and recycling must be stored in the garage or trash enclosure.
- B. A resident who places trash and recycling at the curbside earlier than **3:00 P.M.** of the day immediately preceding pick-up day will be made aware, in writing, of the violation. The resident will be requested to refrain from further infractions of this rule and will be informed that subsequent violations will result in a fine.
- C. Subsequent violations of this rule will result in a fine of \$25 for each occurrence. Other than the initial notification, no additional written notice will be given to the resident prior to the issuance of the fine(s) for each subsequent violation.
- D. For information about recycling and disposal of specific items, including items such as gasoline, oil, chemicals and grass, call Southampton Township at 609-859-2736.

## **RULE 28. VEGETABLE GARDENS**

- A. Vegetable gardens and singular vegetable plants are permitted only on the side or rear of the house.
- B. A vegetable garden on the side of the house must be directly adjacent to the house, must be located only along the rear half of the house and can be no more than three (3) feet wide and ten (10) feet long.
- C. The maximum size of any vegetable garden is thirty (30) square feet.
- D. No more than two (2) vegetable gardens are permitted per house.
- E. Decorative landscape accents such as garden ties, bricks, patio blocks or any similar material may be used provided that their height does not exceed twelve (12) inches.
- F. Wooden, wire or plastic fencing, regardless of height or color, is not permitted in or around the perimeter of the vegetable garden(s).
- G. All plants and supports must be removed by November 1<sup>st</sup>.
- H. The storage **or production** of compost is not permitted.

## **RULE 29. WOOD STORAGE FOR WOOD BURNING STOVE/FIREPLACE**

- A. The maximum quantity of firewood permitted on each homeowner's property shall not exceed 1 full cord, which is defined as 128 cubic feet, and commonly measured/stacked as eight (8) feet wide, four (4) feet deep, and four (4) feet high.
- B. A single stack of firewood ( $\frac{1}{4}$  cord, 32 cubic feet) up to four (4) feet wide, (2) two feet deep, and four (4) feet high shall be permitted to be stored on one (1) steel log holder on the front porch of a home.
- C. The homeowner shall make every effort to position said steel log holder on the porch to minimize its visibility from the street.
- D. The remaining quantity of permitted wood shall be arranged in one free-standing stack of firewood not to exceed four (4) feet in height nor eight (8) feet in length and shall be permitted in the rear of the house where it is not visible from the street. At no time shall the total quantity of firewood stored on a home owner's property exceed one full cord.
- E. Firewood is not permitted to be placed, positioned, or stored on the side of the house or property.
- F. All firewood shall always be neatly stacked.
- G. If used, firewood stack covers shall be color neutral (tan, brown, or grey), crafted and/or tailored to the precise dimensions of each firewood stack and/or holder and in good repair. Worn, ripped or torn covers will be disallowed at all times.

## **RULE 30. WORK HOURS**

- A. A resident/contractor may perform work on a house or residential Lot (including grass mowing) Monday to Saturday between 8:00 A.M. to 7:00 P.M.
- B. Only a resident may perform work on a home or residential Lot (including grass mowing) on Sunday between 8:00 A.M. and 4:00 P.M.
- C. Work may not be performed on the following holidays:
  - 1. New Year's Day
  - 2. Easter
  - 3. Memorial Day
  - 4. Fourth of July
  - 5. Labor Day
  - 6. Thanksgiving
  - 7. Christmas
- D. *Exceptions:*
  - 1. Snow removal may be completed on any day.
  - 2. Emergency repairs are permitted during unacceptable time periods. The resident must notify the Association Office immediately by calling 609-859-8001 and leaving a message regarding the emergency repair.

## **SECTION C: EXTERIOR MODIFICATIONS/RENOVATIONS / PERMIT REQUIREMENTS**

### **Leisuretowne Association Permit** *(Covenant 4) (By-Laws, Article IV, Section 8)*

**IMPORTANT: An Architectural Control Committee permit must be obtained PRIOR to the procurement and delivery of any materials and the commencement of work on a project.**

All modifications/improvements to the exterior of the house and the Lot, excluding plantings, must receive prior approval from the Architectural Control Committee (ACC). Any alterations to the exterior of the house and the Lot to accommodate a disability must also receive prior approval from the ACC. A permit application with the required documentation and detailed drawings must be submitted to the ACC. Approval by the ACC must be obtained prior to procurement and delivery of any material and the commencement of work on a project.

If the project is approved by the ACC, the initial permit is valid for ninety (90) days. It is expected that the project will be completed within ninety (90) days. However, if an extension past ninety (90) days is needed, a request for an extension 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 thirty (30) days. A request for additional time past one hundred twenty (120) days must be submitted to the ACC prior to the expiration of the second permit. A request for additional time past one hundred twenty (120) days must be approved by the Board of Trustees.

In the event that the Owner disagrees with the decision of the ACC regarding his/her application, the Owner may request an Alternate Dispute Resolution-Mediation meeting.

The Owner is encouraged to hire a contractor that is licensed and insured and to review public comments regarding the contractor's performance.

The ACC permit must be displayed in the front window of the house from the initiation to the completion of the project. Representatives of the ACC may enter onto the property to inspect the project prior to, during and following its completion.

### **Southampton Township Building Permit**

In addition to ACC approval, you may need Southampton Township approval and/or permits for interior or exterior improvements, renovations or building projects. Therefore, you must check with the Southampton Township building code enforcement officer (609-859-2736), *prior to beginning a project*, to ensure that you have complied with the required government approvals. The ACC approval must be presented at the time application is made to Southampton Township for a building permit.

The Owner is required to ensure that all improvements/renovations are in compliance with the Southampton Township zoning and building codes. The ACC does not assume any responsibility for Southampton Township's zoning and building codes.

A variance issued by Southampton Township does not negate a LeisureTowne rule.

A copy of the initial permit(s) and final approval(s) of the project by Southampton Township must be submitted to the Association Office within seven (7) days following receipt of the permit(s) and approval(s).

Interior renovations including, but not limited to, plumbing, electrical, heating, air conditioning, etc., require a Southampton Township building permit. They do not require an ACC permit.

**IMPORTANT: Immediately upon completion of the project, Owners MUST contact the Association Office and Southampton Township for final inspections.**

\*ACC approval or ACC and Southampton Township approvals are required PRIOR to initiation of the following projects:

Air Conditioners (Outdoor compressors require ACC approval; Interior replacement of central air conditioning units require Southampton Township permitting)

Ancillary (Exterior) Structures

Awnings – Windows and Doors

Decks

Driveways and Aprons

Fireplaces and Wood Burning/Pellet Stoves

Garage Door Screens

Garbage, Trash and Recycling Storage Enclosures  
 Generators  
 Lighting  
 Painting and Color of Replacement Siding  
 Patios  
 Pergolas, Arbors and Trellises  
 Porches (Roof Covered), Enclosed Porches and Room Additions  
 Property Demarcation Barriers and Borders  
 Railings  
 Roofs  
 Satellite Dishes/Antennas  
 Solar Panels  
 Windows, Doors and Garage Doors

\*The above list is not intended to represent an all-inclusive list of renovation projects requiring ACC or ACC and Southampton Township approvals.

#### **RULE 1. AIR CONDITIONERS** *(Covenant 24)*

- A. Prior to the installation of a central air conditioning system and its compressor or window or wall-type air conditioners, Architectural Control Committee approval must be obtained. In addition, approval from Southampton Township is required for the installation of a central air conditioning system and its compressor.
- B. Wall and window-type air conditioners may be mounted only in the rear of the house and only in homes which do not have central air conditioning installed.
- C. A maximum of two (2) wall or window-type air conditioners are permitted.
- D. Window-type air conditioners may be installed no sooner than March 1 and removed no later than November 1<sup>st</sup>.
- E. Portable inside air conditioners, which are vented through a window or wall, may not protrude beyond the window or wall of the house.
- F. Enclosures that are designed specifically to screen outside compressors for central air conditioning must be approved, prior to installation, by the Architectural Control Committee. The enclosure must not exceed the dimensions of the unit and must be the same color as the body of the house or may be white or tan.

#### **RULE 2. ANCILLARY (EXTERIOR) STRUCTURES** *(Covenant 7)*

- A. No freestanding structure, such as a trailer, tent, shack, garage or barn, storage shed, screen house or other outbuilding, whether manufactured or constructed, may be built or used on any residential Lot at any time.
- B. Playground equipment, dog runs and pet enclosures are prohibited.

### **Multi-House Buildings: [ANCILLARY (EXTERIOR) STRUCTURES cont.]**

All of the above components of this rule are applicable to Multi-House Buildings, with the exception of storage sheds. Owners of these homes are permitted to install small storage sheds with the prior approval of the Architectural Control Committee. The storage shed must comply with the following requirements:

- A. Only one (1) freestanding, prefabricated vinyl storage shed per home is permitted.
- B. The maximum dimensions of the storage shed are six (6) feet long, five (5) feet deep and six (6) feet high.
- C. The storage shed must be placed in the rear of the house adjacent to the back wall of the house or, if the property backs to a wooded area, the shed can be placed at the back of the residential Lot.
  - 1. If the storage shed is placed adjacent to the back wall of the house, the back of the shed must be flush against the back wall of the house.
  - 2. If the storage shed is placed at the back of the residential Lot, the opening must face the house.
- D. The storage shed must not rest directly on the ground and must be placed on a stable surface. If the storage shed is to be installed on a concrete slab, a Southampton Township permit is required.
- E. The color of the storage shed must be compatible with the base color of the house and may be screened with shrubbery.

### **RULE 3. AWNINGS – WINDOWS AND DOORS**

- A. Prior to installation, all awnings, including but not limited to, fabric (i.e., canvas), metal or constructed awnings, must be approved by the Architectural Control Committee and, if applicable, Southampton Township.
- B. Awning colors must be compatible with the color of the siding or trim of the house.
- C. The outermost extremities of awnings, when fully extended, must not exceed the following limitations:
  - 1. Awnings over windows or doors may not extend more than three (3) feet from the house.
  - 2. Awnings over patios or decks may not extend beyond the outer limits of the patio or deck.
- D. Awnings must be structurally sound and maintained in good repair. Damaged, torn or faded awnings must be removed/repared within thirty (30) days.



#### **RULE 4. DECKS**

- A. Prior to installation of a deck, approvals from the Architectural Control Committee and Southampton Township must be obtained.
- B. A deck must be constructed with only pressure-treated wood or high-density polyethylene plastic with wood-like texture surfaces.
- C. A deck 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.
- D. The location of the deck in the rear of the house is subject to the following Southampton Township requirements:
  - 1. A deck with a roof or supported awning can be no closer than twenty-two (22) feet from the resident's rear property line.
  - 2. An uncovered deck or a deck with an unsupported awning can be no closer than eighteen (18) feet from the resident's rear property line. If installed to the maximum eighteen (18) feet from the resident's rear property line, a roof or supported awning cannot, at any time, be installed on the deck.
- E. The surface of the deck must be flush with, or lower than, the floor level of the house.
- F. The deck and stairs must be an earth-tone color. A handrail must match the color of the deck or may be white or black.
- G. Installation of a handrail with or without a gate on a deck must be in compliance with Rule 16, titled Railings.
- H. If a gate is installed, it can be no higher than the handrail.

#### **RULE 5. DRIVEWAYS AND APRONS**

- A. Minor repairs of a driveway and sealing a driveway do not require Architectural Control Committee approval. Material used 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.
- B. A driveway that is degraded and in disrepair with large or extensive cracking, loose or missing pieces or an uneven surface must be replaced. Driveways are considered in violation if they cannot be satisfactorily repaired.
- C. Driveways may not be painted.

D. Driveway and apron replacement or widening requires prior Architectural Control Committee approval, may require Southampton Township approval depending on materials used and must comply with the following:

1. Acceptable construction materials are macadam, concrete (including pebble and stamped finish in colors compatible with the house) and suitably based and anchored paving blocks.
2. Crushed stone or other loose materials are not permitted.
3. Single driveways may be widened to allow off-street parking of two cars.
4. Widened portions of driveways may not extend past the original footprint of the sides of the house.
5. Widened driveways may not exceed a total width of eighteen (18) feet for one-car garages and a total width of twenty-two (22) feet for two-car garages.
6. Contrasting material such as paving block or brick may be used. No loose stones are permitted.

**Multi-House Buildings:**

Certain elements of this rule, specifically, Elements A, B, C and D(1, 2, 6), are applicable to Multi-House Buildings in addition to the following:

A. A change of the driveway material is permitted as long as:

1. The owner of the adjoining driveway agrees to the change of material;
2. An application from each homeowner is approved, prior to installation, by the Architectural Control Committee; and
3. Both driveways are completed at the same time.

B. 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 walkway.

**RULE 6. FIREPLACES AND WOOD BURNING/PELLET STOVES**

A. Prior to construction of an interior fireplace or installation of a wood burning/pellet stove, approvals must be obtained from the Architectural Control Committee and Southampton Township.

B. Constructed interior fireplaces can only be wood burning or fueled by natural gas. Propane gas connections are not permitted.

C. A wood burning/pellet stove may only be vented on the side or rear of the house.

D. Chimneys must conform to the style of the house.

## **RULE 7. GARAGE DOOR SCREENS**

- A. Prior to installation of a garage door screen, approval by the Architectural Control Committee is required.
- B. Only permanently installed and manually or motorized retractable garage door screens are permitted.
- C. Garage door screens may have a screen door.
- D. The color of the garage door screen must be compatible with the base color of the house.
- E. Any type or style of magnetic garage door screen, including garage door screens with a mesh curtain, are not permitted.

## **RULE 8. GARBAGE, TRASH AND RECYCLING STORAGE ENCLOSURES**

- A. Prior to installation, all enclosures, whether constructed or prefabricated, must be approved by the Architectural Control Committee and must be in compliance with the Southampton Township setback requirements.
- B. If the enclosure is to be installed on a concrete slab, a Southampton Township permit is required. A permit is not required if the enclosure is to be installed on paving blocks.
- C. Only one (1) garbage/trash storage enclosure is permitted per house. The enclosure must be maintained in good condition and free of mold.
- D. The location of the enclosure is permitted only on the side or rear of the house. If an enclosure is located on the side of the house, it must be at least two (2) feet from the front corner of the house.
- E. Side and rear enclosures must be located directly adjacent to the house. Free standing enclosures are not permitted.
- F. The dimensions of the enclosure must not exceed six (6) feet long, four (4) feet deep and five (5) feet high. The height of the enclosure must be sufficient as to obstruct from view the tallest trash/recycling receptacle. The enclosure must consist of, at a minimum, a front and a side panel.
- G. All panels of the enclosure must be supported and maintained in an erect position. Corners of the enclosure must be constructed to maintain ninety (90) degree angles.
- H. The enclosure may be wood, vinyl, plastic or lattice.
  - 1. Vertical slats of the enclosure must be, at least, two (2) inches wide and spaced no more than one (1) inch apart.
  - 2. Lattice openings may be no larger than two (2) inches.
  - 3. A prefabricated vinyl storage container is permitted in lieu of a constructed trash enclosure.

- I. A gate on the front, side or rear of the enclosure is permitted. A gate is required for an opening on the front or side of the enclosure. A gate may not be higher than the walls of the enclosure.
- J. The color of the enclosure must be compatible with the color of the siding of the house or may be white or tan. Wood enclosures must be painted the same solid color on all sides.
- K. If shrubs are planted to screen the enclosure, they must be planted directly along the edges of the enclosure.
- L. The walls of the enclosure must be kept free of any objects placed on or around the enclosure.

## **RULE 9. GENERATORS**

- A. Prior to installation of a whole house generator, approvals from the Architectural Control Committee and Southampton Township are required.
- B. Temporary and whole house generators may be used only during power outages.
- C. During a power outage, temporary generators should be used in the rear of the house if a patio is present and weather conditions permit.
- D. Temporary and whole house generators must be used and maintained in accordance with manufacturer specifications.
- E. Whole house generators fueled by natural gas are permitted. Propane fueled whole house generators are not permitted.

## **RULE 10. LIGHTING**

- A. Outdoor lighting is limited to lighting attached to the house, landscape lighting and lampposts.
- B. Prior to the installation of landscape lighting and lampposts, Architectural Control Committee approval is required and, if applicable, approval by Southampton Township.
- C. Landscape lighting may be installed only in the following areas:
  - 1. On the front yard limited only to the flowerbeds adjacent to the house, walkway and either side of the driveway;
  - 2. On the side yard only if the house has a side entrance and then only along the walkway; and
  - 3. In the rear of the house.

- D. Landscape lighting height may not exceed eighteen (18) inches and must be spaced a minimum of three (3) feet apart.
- E. Lampposts may be installed only on the front yard of the house.
- F. Only lampposts approved by the Architectural Control Committee are permitted. All other posts with lights are not permitted.
- G. Structures, including but not limited to, lighthouses and windmills, are not acceptable in place of lampposts or walkway lighting.
- H. Lighting is not permitted along the edges of sidewalks or anywhere near or along curbs.
- I. All light fixtures and lampposts must be securely fastened to the house or in the ground.
- J. All light fixtures and lampposts must be the color of the siding or trim of the house, white or black.
- K. Lighting must be maintained in good repair with all lights functioning.
- L. Only white lights in landscape lighting are permitted.
- M. Exterior lighting cannot be directed nor remain illuminated in such a manner as to create an annoyance to neighbors.

## **RULE 11. PAINTING AND COLOR OF REPLACEMENT SIDING**

- A. Residents that plan to repaint the outside of their house or replace the siding of their house must select colors from only the current, approved LeisureTowns Color Palette. Information regarding the Color Palette can be obtained from the Association Office.
- B. *Important:* Your current color may no longer be an approved color.
- C. Submission of an application to and approval by the Architectural Control Committee for all color selections must be obtained prior to painting or re-siding a house.
- D. House painting and replacement siding are limited to three (3) colors – one (1) color for siding, one (1) color for trim and one (1) color for accent.
- E. Trim and accent colors must be chosen from the section of the Color Palette from which the siding color was selected.
  - 1. The trim color can be painted only on house fascia, trim around doors/windows, gutters, downspouts and the outside structures of a porch. White can be substituted for an approved trim color. Trim may be painted the same color as the color of the siding of the house. Only one (1) trim color may be selected.

2. The accent color can be painted *only* on the front and back doors, shutters and garage door. White or black can be substituted for an approved accent color. Only one (1) accent color may be selected.

F. If wooden shakes are on portions of the house, the color of the shakes must be as close as possible to the color of the siding of the house.

G. Screens may only be shades of gray.

H. Walkways, patios and driveways may not be painted. However, these areas may be epoxy coated or stained subject to Architectural Control Committee approval.

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

All of the above components of this rule are applicable to Multi-House Buildings with the addition of the following:

A. The color chosen must be within the section of the Color Palette that is compatible with the other homes in the complex.

B. If the chosen color(s) is not compatible with the other homes in the complex, all owners of the homes in the complex must agree to change the color of their homes and agree on the new color(s). Each homeowner must seek approval from the Architectural Control Committee.

C. If approval is granted to each homeowner, all homes in the complex must change to the new color within ninety (90) days from the date of approval.

## **RULE 12. PATIOS**

A. Prior to installation or replacement of a patio, approvals by the Architectural Control Committee and Southampton Township are required.

B. Patios must be located immediately adjacent to the house.

C. A patio may be installed only in the rear of the house and is subject to the following Southampton Township setback requirements:

1. A patio with a roof or supported awning can be no closer than twenty-two (22) feet from the resident's rear property line.
2. An uncovered patio or a patio with an unsupported awning can be no closer than eighteen (18) feet from the resident's rear property line. If installed to the maximum eighteen (18) feet from the resident's rear property line, a roof or supported awning cannot, at any time, be installed on the patio.

D. No part of the patio may extend beyond the original footprint of the sides of the house.

E. The surface of the patio must be flat and flush with, or lower than, the floor level of the house.

- F. The surface of the patio must be concrete, brick, paving block or flagstone in a natural color.
- G. The minimum thickness of a concrete patio is four (4) inches. The patio must be of sufficient structural integrity as to be in compliance with Southampton Township requirements and support any structure which may be placed upon it.
- H. Brick, paving block or flagstone may be laid flat in any pattern and must be grouted in place with concrete or sand.
- I. Brick pavers or concrete masonry for borders may be installed along the patio edges. The border must be flush with the patio and have a maximum width of six (6) inches.
- J. A privacy panel is permitted along only one edge of a patio and cannot exceed six (6) feet in height and eight (8) feet in length. The color of the privacy panel must be white or tan.
- K. Awnings, trellises or pergolas may be installed, however, their design and construction must conform to the requirements as specified in the applicable LeisureTowns rules.
- L. Installation of a handrail with or without a gate on a patio must be in compliance with Rule 16, titled Railings.
- M. Patios may not be painted or covered with any permanent carpeting or coverings. However, a patio may be epoxy coated or stained subject to approval by the Architectural Control Committee.
- N. Only patio-type outdoor furniture is permitted on a patio. The furniture must be maintained in good repair.
- O. A living privacy screen is permitted along one side of a patio or porch located in the rear of the house only. The living privacy screen can be no greater than six (6) feet high and eight (8) feet long.

### **RULE 13. PERGOLAS, ARBORS AND TRELLISES**

- A. Prior to installation, pergolas must be approved by the Architectural Control Committee and, if applicable, Southampton Township.
- B. Pergolas, arbors and trellises must be the color of the body or trim of the house or may be white or black.
- C. Only living plants (i.e., vines, plants, etc.) may be used on pergolas, arbors and trellises.
- D. Pergolas
  - 1. Pergolas may only be installed directly adjacent to the rear of the house.
  - 2. Pergolas may be installed only on an approved patio or deck. The length and width of the pergola cannot exceed the length and width of the patio or deck.

3. Pergolas can be no higher than eight (8) feet.
4. A pergola must be a permanent structure, attached to the house and securely anchored.

#### E. Arbors

1. Only one (1) arbor per house is permitted.
2. An arbor cannot be placed at the front of the house.
3. An arbor may be placed at the side or rear of the house provided that it is no closer than six (6) feet from the property lines.
4. An arbor can be no higher than eight (8) feet, no wider than five (5) feet and no deeper than thirty (30) inches.
5. Arbors must be secured in the ground.

#### F. Trellis

1. A trellis may not be placed on the front of the house, including an open porch.
2. A trellis may be placed on the side opening of a porch and may cover the entire opening.
3. A trellis may be placed on the side edge of a patio or deck. The size cannot exceed six (6) feet high and eight (8) feet wide.
4. A trellis may be placed on the side edge or rear of a home in a landscape garden or flower bed. The size cannot exceed six (6) feet high and two (2) feet wide.
5. A trellis must be securely anchored to the house or in the ground.
6. Lattice may not be used as a trellis.

### **RULE 14. PORCHES (ROOF COVERED), ENCLOSED PORCHES AND ROOM ADDITIONS**

A. Prior to construction of a porch, enclosed porch (with screens or windows) or room

addition, approvals by the Architectural Control Committee and Southampton Township are required.

B. Open and enclosed porches may be located in the front or rear of the house.

C. Open and enclosed porches in the front of the house may not extend beyond the original foundation of the house.

D. Room additions may only be located in the rear of the house.

E. A porch, enclosed porch or room addition may not extend beyond the original footprint of the sides of the house.



F. The depth of a porch, enclosed porch or room addition is determined by Southampton Township setback dimensions as follows:

1. Open and enclosed porches must have a front yard setback of at least twenty (20) feet from the resident's front property line.
2. Open and enclosed porches and room additions must have a rear yard setback of at least twenty-two (22) feet from the resident's rear property line.

G. The roof of a porch, enclosed porch or room addition may not exceed the height of the original roof of the house.

H. Installation of a handrail with or without a gate on a porch must be in compliance with Rule 16, titled Railings.

I. Siding, roofing, windows, screens and trim of the structures must be the same style and color as that used on the existing home.

J. The color of the screening may only be shades of gray.

K. Only porch-type outdoor furniture is permitted on a porch or screened porch. The furniture must be maintained in good repair.

L. A front porch may not be used as a storage area.

## **RULE 15. PROPERTY DEMARCATION BARRIERS AND BORDERS**

A. Demarcation of the homeowner's property line(s) using any items, including but not limited to, plantings, hardscape materials or any type of landscape accents, regardless of height or color, is not permitted.

B. Materials installed along property lines which aid or improve drainage are permissible with approval from the Architectural Control Committee.

## **RULE 16. RAILINGS**

A. Prior to the installation of a new or replacement railing, approval by the Architectural Control Committee is required.

B. A porch, patio, deck or steps must have a railing in accordance with Southampton Township requirements, if applicable.

C. Railings must be attached directly to a porch, patio, deck or steps. Placement of a railing in grass or in a landscape bed is not permitted.

- D. The top of the handrail must be at least thirty-four (34) inches but not more than thirty-eight (38) inches high as measured from the surface of the slab/deck to the top of the handrail.
- E. Each vertical spindle of the handrail may be no more than two (2) inches wide and have, at least, a three (3) inch space between each vertical spindle.
- F. If a gate is attached to or contiguous with a railing, it must be no higher than the railing.
- G. Railings must be constructed of commercially available wrought iron, aluminum, stainless steel, wood or vinyl.
- H. The color of the railing must be compatible with the color of the siding of the house, be the color of the trim (not accent color) or white. A white or black wrought iron railing is permitted.

## **RULE 17. ROOFS**

- A. Prior to installation of a roof, approval by the Architectural Control Committee is required.
- B. Only asphalt/fiberglass shingles are permitted.
- C. The color of the new roof must be compatible with the color of the siding of the house.
- D. Only the 3-Tab or Natural Shadow style of shingles is permitted.
- E. A roof can be re-shingled only once. If a roof has two layers of shingles, both layers must be removed before new roofing is installed.
- F. Missing or loose shingles must be replaced with shingles of like color.

### **Multi-House Buildings: (Covenant 4)**

All of the above components of this rule are applicable to Multi-House Buildings with the addition of the following:

- A. Each Owner in a Multi-House Building must seek approval from the Architectural Control Committee for installation of a new roof.
- B. The color and type of new roof must be the same or as close as possible to the other homes in the complex.
- C. If the chosen color and/or type of roof are not compatible with the other homes in the complex, all Owners of the homes in the complex must agree to replace the roof of their homes and agree on the color and type of shingles. Each Owner must seek approval from the Architectural Control Committee and all roofs must be replaced at the same time.
- D. If approval is granted to each homeowner, all homes in the complex must change to the new color within ninety (90) days from the date of the approval.

**RULE 18. SATELLITE DISHES / ANTENNAS**

- A. A satellite dish must be roof mounted. Prior to installation, approval by the Architectural Control Committee is required.
- B. The maximum size allowable for a satellite dish is thirty-six (36) inches in diameter or across the largest diagonal.
- C. The wiring used for a satellite dish must be concealed as much as possible.
- D. Only one satellite dish per residence is permitted.
- E. A satellite dish may not be installed on Common Ground.
- F. An exterior antenna or satellite dish which is not in use must be removed.
- G. A ham radio antenna must be roof mounted or attached to the house. Pole or tower mounting is not permitted.

**RULE 19. SOLAR PANELS**

- A. Prior to the installation of solar panels, approval by the Architectural Control Committee is required.
- B. Solar panels can only be professionally installed and roof-mounted, on individual resident houses, with appropriate permits.
- C. Solar panels must be mounted flat to the roof (in the same plane as the roof surface) and must not extend beyond the edges of the roof.
- D. The sides of the panels should be the color of the roof or closely match the color of the roof.
- E. Support structures, fixtures, conduit and wiring must be concealed from view as much as possible and closely match the color of the roof.
- F. Solar panels are limited to the required energy of the home.

**RULE 20. WINDOWS, DOORS AND GARAGE DOORS**

- A. Prior to installation, Architectural Control Committee approval is required if there is a change in the size, color, type or style of windows, doors, storm doors or garage doors from the ones currently at the home. Any structural alterations to the house require prior approvals from both the Architectural Control Committee and Southampton Township.
- B. Architectural Control Committee approval is not required for replacement windows, doors, storm doors and garage doors provided that the replacement items are the same size, color, type and style as the ones to be replaced.

- C. All windows in the house must be the same color, type and style.
- D. Security bars on windows, doors and/or storm doors are not permitted.
- E. All windows, doors, storm doors and garage doors must be maintained in good repair.

**SECTION D: ANIMALS / PETS** *(Covenant 10)*

A. One (1) dog and one (1) cat or two (2) dogs or two (2) cats and other usual household pets are permitted provided that they are not kept, bred or maintained for any commercial purpose.

B. Dogs and cats must be registered with the Association office within ten (10) days after acquisition or upon moving into the community. All dogs must be licensed in accordance with Southampton Township requirements.

**C. Control of the pet:**

1. Any pet droppings, including droppings on the pet owner's property, must be immediately picked up and disposed of only in the pet owner's household trash.
2. All animals must be leashed and in firm control of the owner at all times when outdoors.
3. Pets may not be left unattended outside regardless of being on a leash/tether or on a porch, deck or patio.
4. Pets may be walked on the sidewalks or on the grass next to the street curb.
5. Pets may not be walked in LeisureTowne parks, recreational areas, Common Grounds or on residential Lots. Pets may be walked on the pet owner's property, and on all sidewalks and on the grass between the sidewalk and the curb.
6. Owners shall not allow their pets to urinate/defecate on any other resident's property. Any and all fecal matter MUST be IMMEDIATELY removed by the pet walker and discarded with the pet owner's household trash.

D. No person may keep, harbor or maintain any dog which habitually barks, whines, howls or makes other disturbing noises.

E. Outdoor animal enclosures, runs, houses and pens are not permitted.

F. The tying of dogs or cats to stakes or any objects is not permitted anywhere.

G. Electric fences are not permitted.

H. Animals, livestock or poultry of any kind may not be raised, bred or kept on any Lot.

## **SECTION E: VEHICLES** *(Covenant 14)*

### **DEFINITIONS:**

#### **A. Approved vehicles include:**

1. Any conventional passenger vehicle; and
2. Other vehicles not licensed/registered for commercial use and not used to convey commercial/business products and supplies and which do not bear commercial advertising.

#### **B. Commercial vehicles include:**

1. Vehicles, with or without signage, including busses, pickup trucks, tow trucks, vans and any vehicle used in a business or trade other than passenger cars;
2. Vehicles that have the appearance of a trade vehicle such as a utility body, ladder rack or tool box; or
3. Any vehicles displaying external advertising for business or trade, including passenger cars used as the primary source of transportation for the resident.

### **RULE 1. AUTO COVERS**

- A. Only professionally manufactured automobile covers are permitted.
- B. Automobile covers must be securely fastened and maintained in good repair.
- C. Covered automobiles must be kept only in the resident's driveway or garage, not on the streets of LeisureTowne.

### **RULE 2. COMMERCIAL VEHICLES**

- A. Commercial vehicles may not be parked on any street, driveway or parking lot longer than is necessary to perform the daily business function of such vehicles.
- B. No commercial vehicles may be parked overnight in any driveway, street or parking lot. The vehicle must be parked in the resident's garage or outside of LeisureTowne.

### **RULE 3. INOPERABLE VEHICLES**

- A. Inoperable, disabled, abandoned, uninspected or unregistered motor vehicles or motor vehicles with expired registrations or trailers of any type cannot be stored or parked on any driveway, street or Lot. These vehicles/trailers may only be stored or parked in an enclosed garage.

B. Inoperable, disabled, abandoned, uninspected or unregistered motor vehicles or motor vehicles with expired registrations or trailers of any type that are not stored in an enclosed garage must be moved outside of LeisureTowne within fourteen (14) days. After fourteen (14) days, the vehicles/trailers are subject to removal by the Association. The owner will be responsible for any legal fees and all other costs incurred by the Association for removal and storage of the vehicle/trailer.

#### **RULE 4. PARKING**

A. Vehicles may not be parked on lawn areas.

B. Passenger vehicles rated at three-quarter ( $\frac{3}{4}$ ) ton capacity or less with no more than four (4) tires may be parked on the driveway or in the street in front of the vehicle owner's property. A vehicle on the driveway may not obstruct the sidewalk. Vehicles parked in the street may not obstruct fire lanes or passage of maintenance equipment.

C. Long-Term Parking: All vehicles parked on the streets in LeisureTowne for more than thirty (30) days must be operative. Vehicles must be current in Registration, insured as per NJ State Motor Vehicle law requirements, and display a LeisureTowne Vehicle ID tag/decal (See Section E. Rule 6).

D. No vehicle shall be parked within fifteen (15) feet of a Stop Sign.

E. No vehicle shall be parked against lane traffic direction.

F. No vehicle of any type may park overnight on Association parking areas/lots or Common Grounds without prior approval from the Association.

G. The following classes of vehicles may only be parked in the driveway of the resident who owns the vehicle or in front of that resident's property for a maximum of seventy-two (72) hours. Parking for a longer period of time requires written approval from the Community Manager.

1. Motor homes
2. Trailers
3. Campers, camper-types or add-ons
4. Boats

#### **RULE 5. RECREATIONAL VEHICLES, TRAILERS, ETC.**

A. Recreational vehicles, trailers and boats requiring trailers cannot be parked or stored on any street or driveway for more than seventy-two (72) hours.

B. Storage of recreational vehicles and boats is provided, on a limited basis, by the Association for residents of LeisureTowne. Residents must contact the Association Office to apply for an assigned storage space.

## **RULE 6. REGISTRATION**

- A. The Association will issue a Vehicle Identification (ID) tag/decal for each approved vehicle in a residence.
- B. A Vehicle ID tag/decal will not be issued to non-resident owners or to owners with an outstanding delinquency in assessment fees or violations.
- C. When entering the community, every resident must display the tag/decal in the vehicle.
- D. For new residents, Vehicle ID tags/decals are issued at the time of orientation.
- E. Replacement tags/decals or new tags/decals for additional approved vehicles will be issued only to residents who provide their LeisureTowne ID and a valid driver's license, insurance card and Motor Vehicle registration. A form of identification must be provided that validates the individual's LeisureTowne address.

## **RULE 7. SALE OF VEHICLE**

Two (2) "For Sale" signs each no larger than eight and one half (8-1/2) inches by eleven (11) inches may be displayed from the inside of the vehicle.

## **RULE 8. SPEED LIMIT**

The speed limit on all streets in LeisureTowne is twenty-five (25) miles per hour.

## **RULE 9. VEHICLE REPAIRS**

- A. The maintenance or repair of vehicles for profit is not permitted.
- B. Automobile maintenance and repairs can be performed only in a garage or driveway.
- C. Automobile maintenance and repairs performed in a driveway must be completed within forty-eight (48) hours.

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

- A. Each resident must swipe his/her Association issued ID access card to enter LeisureTowne amenities, i.e., Laurel Hall, Settlers Hall, Friendship Hall, Village Green and the swimming pools.
- B. A resident may not swipe his/her ID access card for another individual regardless of whether or not the individual is a LeisureTowne resident.
- C. A resident may not loan his/her ID access card to another resident or a guest.
- D. A resident who loses his/her access to the amenities may not enter or use the amenities as a guest of another resident.

E. When entering an amenity with a group of residents, each resident must swipe his/her ID access card, even if the door is already opened by a preceding person.

F. All individuals are recorded when entering and while in public areas within Laurel Hall, Settlers Hall, Friendship Hall, Village Green and the swimming pools.

G. Guests are permitted to use an amenity based on availability and only if accompanied by a resident. The resident must present an Association issued guest pass at the time of escorted entry of the guest to an activity, hall or swimming pool. The resident must remain with the guest during the entire time that the guest uses the amenity. Guests are not permitted to attend events which are restricted to residents only.

H. Residents who violate the above rules (A – G) will be fined \$25.00 for each offense and will be denied access to the amenities for thirty (30) days.

I. Tampering with an access card entry machine will result in a \$250 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 and the privilege to rent any amenity for up to one (1) year.

J. Lost or stolen ID access cards must be reported to the Association Office within one (1) business day. There is a minimal charge for a replacement card.

## **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 Rules and Regulations, a reported and verified violation of the LeisureTowns Bylaws, the Consolidated Declaration of Restrictive and Protective Covenants and the Rules and Regulations (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 and 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 and 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 and Certified Mail)

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

A. 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)

B. 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 the resident's written request by the Community Manager.

C. 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.

D. 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 the meeting and in a follow-up letter of the new time limit for corrective action. If the 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).
- 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 Rules and Regulations 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 LeisureTowne.
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.

**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 Rules and Regulations:

**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 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 Rules and Regulations or any other governing document of the LEISURETOWNE HOMEOWNERS ASSOCIATION, the Association will proceed to enforce said Rules and Regulations 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 Rules and Regulations 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 Rules and Regulations 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.

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 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 Rules and Regulations 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 recommendation 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.