



## **REYNARD RUN AT EVESHAM TOWNHOME ASSOCIATION RULES AND REGULATIONS**

Welcome to Reynard Run at Evesham Townhome Association.

When you purchased your home, you became a member of the Reynard Run at Evesham Townhome Association, owning a percentage interest in the common areas of the Association, including but not limited to the roads, grounds, and play areas.

The deed to your home is covered by the Master Deed. You should become familiar with the Master Deed, By-Laws and the Association's Rules and Regulations, as they contain important information that protects your interests.

Every residential community must have rules in order to maintain high standards and orderliness. By observing these regulations, homeowners not only derive greater pleasure from the community, they also may expect their homes to appreciate in property value.

You should fully acquaint yourself with all the Rules and Regulations. Their primary purpose is to protect you and your neighbors from practices that would be detrimental to your property, your property's value and the wellbeing of the community.

These Rules and Regulations are in addition to restrictions and requirements set forth in the Association's Master Deed and By-Laws. Further restrictions and Rules and Regulations may be promulgated pursuant to the Supplemental Declaration. Rules and Regulations may be revised or updated periodically with the proper vote of the Board of Directors and implementation will begin with the distribution of the revised or updated Rules and Regulations.

### **Section 1: The Association**

Reynard Run at Evesham was formed as a self-supporting not-for-profit Corporation in the state of New Jersey in March 1987. The Association, as a body, owns certain ground to be

used for ingress and egress, parking, open space and drainage facilities. A total of 153 townhome units make up the Association. It is the Association's responsibility to maintain these areas in a safe and aesthetic condition.

The quality of life and the value of homes are enhanced through your adherence to the Master Deed, By-Laws, guidelines and Rules and Regulations designed to keep our community safe, attractive, and well maintained. You are encouraged to familiarize yourself with these documents, as they contain important information that protects your interest.

## **Section 2: The Management Company**

A professional Property Management Company has been retained by the Board of Directors to administer the daily functions and services of the Association. The Association operates solely through the collection of monthly Association fees. These fees maintain and insure the common elements, providing services such as, but not limited to, landscaping, street lighting, snow removal, and management.

As defined in Article V, Section 5.17. (c) and Article VI, Section 6.8 of the Reynard Run at Evesham Townhome Association By-Laws, the Management Company supervises the personnel contracted by the Association for all community operations, handles bookkeeping, monitors adherence to regulations, makes site inspections, and carries out duties assigned by the Board of Directors. They respond to telephone calls and written inquires and correspondence regarding work orders, account inquiries, informational requests, etc.

The Management Company services assist in the assurance of organization and overall fiscal integrity. The Management Company contact information can be found on the last page of this manual.

## Section 3: The Homeowner

Homeowners are responsible for the maintenance and integrity of their homes and properties, including servicing and repairing the interior and exterior, but not limited to the following:

- 3-1. Walkways (as defined by their individual townhome lot survey), structural components, rear yard, rear yard fencing, all plantings located on their townhome lot (as defined by their individual townhome lot survey)
- 3-2. The homeowner is responsible for adherence to the Master Deed, By-Laws, Rules and Regulations, and Township of Evesham ordinances
- 3-3. The homeowner is responsible for timely payment of Association fees as defined in **Section 21: Fiscal Matters**

## Section 4: The Board of Directors and Board Meetings

The Reynard Run at Evesham Townhome Association is governed by a community-elected, volunteer, five-member Board of Directors. In accordance with the Master Deed and By-Laws, the Board is responsible for the administration and management of the property including but not limited to:

- Maintenance of the grounds owned by the Association
- Collection of the Assessment
- Creation and enforcement of rules for the good of the community and its property
- Enforcement of the Declaration of Covenants, Master Deed, By-Laws, Rules and Regulations
- Entering into contracts to provide for the necessary services required
- Keeping adequate books and records

Homeowners are welcome and encouraged to attend the meetings held the 2nd Tuesday of every month and are encouraged to share their concerns with the Board of Directors in this venue. The property management company must be notified in writing by the first day of the month to make scheduling adjustments to the meeting agenda and allow time to address the homeowners' concerns properly.

The Board welcomes community participation and eagerly utilizes homeowners' participation in various volunteer efforts assisting in the conduct of its business.

## Section 5: Intended Use

- 5-1. a.) Each unit is intended to be and shall only be used as a single-family residence; owned fee-simple.  
b.) Each unit shall submit a completed updated resident profile form to the property management company every year. Violators will be cited as outlined in Section 23.
- 5-2. No unit shall be used for the conduct of any commercial enterprises. No resident shall post any sign, advertisement or poster of any kind except as authorized by the Association.
- 5-3. No unit shall be occupied by any tenants whose names have not been previously provided to the Association's management representative on the yearly required resident profile form.
- 5-4. If used as a rental property, a copy of the lease shall be submitted to the Management Company within 30 days of the signing of the lease. Per the Declaration, Article 9, Section 2, all lease agreements must contain the provisions set forth in Section 1 of Article 9 in an addendum.
- 5-5. No improper, offensive, or unlawful use shall be made of any unit; all valid law, zoning ordinances and regulations of all government bodies having jurisdiction shall be observed.
- 5-6. No unit owner shall use or permit to be brought into any building any oil or fluid such as gasoline, kerosene, carbon tetrachloride, naphtha, benzene, explosives, fireworks or articles deemed extra hazardous to life, limb, property, or any other item that would increase the fire rating of the unit and/or building. Unit owners and their tenants shall use every reasonable precaution against fire and other hazards.
- 5-7. No containers of gasoline, paint, paint rags or other flammable materials shall be permitted to be stored in closets, attics, utility rooms, and/or sheds unless in an Underwriters Laboratory approved container with the UL label affixed.

## Section 6: Common Elements

- 6-1. No common areas, other than those described as such and appurtenant to each unit may be used for any type of storage of any resident's property.
- 6-2. All storage is confined to the inside of the unit. No resident is permitted to place or store personal property on common ground. *\*Amended 4/12/11 a maximum 6x6x6 PVC shed neutral in color will be permitted in fenced rear yard only with approved ARC application; picture of shed and survey must be submitted with sketch of shed location on survey.*

- 6-3. Drying of laundry is permitted outside in the rear yard, but not on a fence or between the houses.
- 6-4. No bicycles, scooters, skateboards, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand unattended in any portion of the common areas.
- 6-5. No alterations to the common elements or areas may be made by any resident. All alterations, additions, maintenance, and repairs to the common elements or areas will be solely provided by the Association.
- 6-6. No unit owner or occupant shall build, plan, or maintain any matter or thing upon, in, over, or under the common elements or areas.
- 6-7. All damages to any portion of the common elements, areas, or property caused by unit owners, occupants, minor children of unit owners, tenants, guests, pets, invitees, contractors or workers hired by the homeowner, or licensees of unit owners shall be repaired by the Association only. The cost of the repairs will be solely at the expense of the offending unit owner, and the homeowner will also be subject to fines as laid out in the fine fee schedule, section 23.

## **Section 7: Vehicles/Parking/Towing**

- 7-1. Vehicles must be parked in designated, white-lined parking spaces only.
- 7-2. The homeowners/occupants in good standing of each unit shall be entitled to park no more than two (2) vehicles per unit within the common elements parking areas.
  - 7-2.1. Visitor and additional vehicles shall park outside of the community.
- 7-3. A resident profile form shall be completed on a yearly basis and updated as needed, and shall include names of all occupants, vehicles assigned to each parking permit, mortgage company and insurer.
- 7-4. Parking is by permit only. Registered vehicles must display the assigned parking permit at all times. Vehicles without visibly- displayed registered parking permits are subject to towing at owner's expense.
- 7-5. A maximum of Two (2) permits will be issued to each unit, for registered vehicles. If permits are lost, stolen or damaged there is a \$50.00 replacement cost for each permit requested.
- 7-6. All permits shall be returned to the property management company by any Selling Owner upon the day of title transfer. New owners automatically acquire permit rights on the date they receive title to the unit.
- 7-7. No parking permits shall be transferred by any party to another.
- 7-8. All vehicles must be tagged, registered, and insured. Proof of insurance and valid registration can be requested at any time by Management.

- 7-9. No vehicles with visible advertising are permitted to park in the community.
- 7-10. All vehicles must park appropriately within the confines of the parking spaces. Oversized vehicles, including but not limited to dual rear axle vehicles, must be parked outside of the community.
- 7-11. No parking is permitted in areas that obstruct mailboxes, handicap access, fire hydrants, along curbing, and in areas that impede safety or flow of traffic.
- 7-12. Residents shall refrain from performing any repairs or service to their vehicles that could cause damage to Association property, except in emergency situations.
- 7-13. Washing of vehicles by the homeowner is permitted between Memorial Day and Labor Day only.
- 7-14. The speed limit within the community is 15 MPH. All Stop signs shall be observed.
- 7-15. In the event a vehicle is parked within ten (10) feet of a fire hydrant or in a no parking zone, is impeding a snowplow or is obstructing access or egress from another's parking space, if the owner cannot be located, fails or refuses to move the vehicle within a reasonable period of time, the Association is authorized to tow the vehicle at the owner's expense.
- 7-16. No recreational vehicles (campers, house trailers, motor homes, boats, trailers), commercial trailers, commercial vehicles, disabled vehicles, or unlicensed vehicles, etc. are permitted.
- 7-17. No motorized vehicle may be operated in areas other than the streets without proper authorization. No vehicle, equipment, or machine will operate within the Association without adequate noise suppression, nor shall any such device be operated in a manner to create excessive noise.
  - This in no way shall prevent any authorized contractor from performing functions or duties at the time and under those conditions deemed appropriate by the Association Representative.
- 7-18. All policies, privileges, restrictions, and enforcements as written in the revision to the By-Laws and Rules and Regulations of Reynard Run shall be fully enforced.

## Section 8: General Appearance

- 8-1. Failure to maintain the good condition, order, and repair of the property will result in a citation outlining the violation and actions needed within a reasonable time frame per the By-Laws of Reynard Run. Violators will be cited as outlined in **Section 23: Fine Fee Schedule for Violations.**
- 8-2. The hanging of banners, celebratory signs, flags, or other personal property in the windows or from any facade of the homes is not to be offensive in manner or excessive.
- 8-3. No articles may be attached to decks or balconies.

- 8-4. Each resident shall keep their home, front porch, patio, and/or balcony in a stable state of preservation and cleanliness.
- 8-5. No owner/occupant shall deposit or permit the deposit of any rubbish, debris, or unsightly material on the common elements or areas, including yards, streets, and sidewalks.
- 8-6. Potted plants are permitted on porches and grounds owned by the homeowner. The permitted size of the pot and plant are determined by the scale of the surrounding structures, i.e., no oversized pots or plantings are permitted.

## **Section 9: Landscaping**

- 9-1. HOMEOWNERS are responsible for their land as delineated by the property surveys, including but not limited to rear yards and front planting beds which fall within their personal property lines.
- 9-2. Owners who wish to replace a shrub in the front planting beds may do so on a one-for-one basis and at their own expense and responsibility per the approved plantings in Table 1. Anything outside of the list must be approved by the Assoc.
- 9-3. The plantings in Table 1 will enhance the uniform aesthetics of the community and will allow for healthier maintenance by the Association.
- 9-4. As stated in the By-Laws Article XII, Section 5, the Association is granted access to the front of each townhome lot for maintenance of the turf and approved plantings in the front of each townhome lot.
- 9-5. The Association will only be responsible to mulch the front beds and prune shrubs and plantings as listed in Table 1.
- 9-6. The Association shall not be responsible for care and/or replacement of plantings other than those on common grounds.
- 9-7. The unit owner is solely responsible for the care and/or replacement of plantings which reside within the lines of their property survey.
- 9-8. The unit owner may plant flowers in the front beds. The resident is responsible for the maintenance and removal of their plantings.
- 9-9. Outside the scheduled Association seasonal cleanups, the unit owner is responsible for the weeding and maintenance of their planting beds.
- 9-10. The unit owner is solely responsible for the maintenance of the grounds in the rear yard. Plantings of reasonable height are permitted.
- 9-11. Rear yard plantings may not extend outside the boundary of the homeowner's property line and may not lean or cause damage to the structure or integrity of any building and/or surroundings.
- 9-12. A maximum of two (2) deciduous trees of dwarf root stock are permitted in the rear yard.

- 9-13. Damages caused by any planting originating on the homeowner's property are solely the responsibility of the unit owner.
- 9-14. These damages include but are not limited to sewer pipe damage, damage to surrounding structures, damage to common elements, and damage to another unit or homeowner's personal property.
- 9-15. The offending unit owner will assume full responsibility for the cost of repair/replacement due to the damages.
- 9-16. All damages to common elements will be tended to by the Association and will be billed to the offending unit accordingly.
- 9-17. The unit owner is NOT permitted to amend or alter any portion of or structure on the common elements.
- 9-18. The ASSOCIATION will maintain the common areas in good working order and condition. The Association contracts and pays for, or otherwise provides for the maintenance, restoration, and repair of the common areas and of all improvements and for whatever purpose from time to time located upon or within the townhome common areas.
- 9-19. The Association contracts the services of a property manager and other vendors to perform the business, obligations, and duties of the Association. Such manager and other hires shall have the right to ingress and egress over the common areas and townhome lots as is necessary for the purposes of performing such business, duties and obligations.
- 9-20. The Association will provide for seasonal landscaping cleanups, irrigation services, and seasonal general landscaping, including but not limited to turf mowing and maintenance, planting and maintenance of common planting beds, shrubs and trees throughout the common elements, and seasonal front bed cleanup and mulching.



## Table 1: Recommended List of Shrubs

E = Evergreen D = Deciduous (lose their leaves in winter)

<b>TALL SHRUBS (3-4 feet high)</b>	<b>LOW SHRUBS (18 to 24 INCHES)</b>
Green luster Japanese Holly (E)	Wintergem Boxwood
Nandina(E)	Dwarf Goldthread Cypress(E)
Crape Myrtle (D)	Pigmy Barberry (D)
Princess/Blue Maid Holly (E)	Variegated Boxwood (E)
Wine and Rose Wegelia (D)	Everbloom Hydrangea (D)
Steeds Upright Japanese Holly (E)	Birds Nest Spruce (E)
False Holly(E)	Stella de Oro Daylilly (D)
Otto Luyken Cherry Laurel (E)	Echinacea(D)
Little Princess Spirea (E)	Heuchera (D)
Globe Blue Spruce (E)	Nepeta (D)
Spiral or Clump Blue Atlas Cedar (E)	Dwarf Morning Star or Hamlin Grass (E)
Compact Burning Bush (D)	Andorra Juniper (D)
Dwarf Eastern Redbud (D)	Emerald Gaiety Euonymus (D)
Red twig Dogwood (D)	
Knockout Rose Red, Pink or Yellow (D)	

## Section 10: Satellite Dishes/Antennas/Solar

**A. Satellite Dishes/Antennas** - In accordance with section 207 of the Telecommunications Act of 1996 and all subsequent Federal Communications Commission addendums since then, the Association has adopted reasonable restrictions governing the installation, maintenance and use of satellite dishes/antennas in Reynard Run. These restrictions apply to antennas designed to receive direct broadcast satellite service, including direct-to-home satellite service, antennas made to receive or transmit fixed wireless signals via satellite, those designated to receive video programming services via broadband radio service (wireless cable), those that receive or transmit fixed wireless signals other than via satellite, and antennas designed to receive local television broadcast signals.

- 10-1. No dish/antenna may be greater than the NJ State FCC Regulations allow in Townhome settings.
- 10-2. No more than one (1) dish/antenna per unit is permitted to be installed.
- 10-3. Dish/antenna must be installed solely in the owner's unit or on individually-owned property.
- 10-4. Dish/antenna may NOT be installed on common elements.
- 10-5. Dish/antenna must be installed and secured in a manner that complies with all applicable Township and NJ State laws and regulations, regulations of utility companies regulating proximity to power lines and manufacturer's instructions.
- 10-6. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the owner's unit.
- 10-7. All dish/antennas must be permanently grounded to prevent electrical and fire damage.
- 10-8. If acceptable quality signals can be received by placing dish/antennas inside a unit without reasonable delay or unreasonable cost increase, then outdoor installation is prohibited.
- 10-9. Dish/antennas may not encroach upon any common elements, or another owner's unit, or the air space of another owner's unit.
- 10-10. Dish/antennas shall be located in a place shielded from view from outside the community or from other units to the maximum extent possible - provided, however, that nothing in this rule would require installation in an exclusive use area where an acceptable quality signal cannot be received. This does NOT permit installation on common property, even if an acceptable quality signal cannot be received from an individually-owned or exclusive area.

- 10-11. Rear shed roof is preferable installation location or if installed at ground level, camouflaging dish/antennas with plantings is helpful to avoid full visibility from the street or other units.
- 10-12. Dish/antennas shall be no larger nor installed higher than absolutely necessary for reception of an acceptable quality signal.
- 10-13. Any and all installations shall be completed so they do not materially damage the common elements, individual units, or void any warranties of other owners, or in any way impair the integrity of the building structure.
- 10-14. Dish/antennas must be secure, so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
- 10-15. If installation requires the penetration of an exterior area, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes.
- 10-16. Owners who install or maintain dish/antennas are responsible for the following:
  - Providing Association copy of any applicable governmental permit if required for safety reasons.
  - Placement, repair, maintenance, moving and/or removal of dish/antenna.
  - Costs to repair damage to any property caused by dish/antenna installation, maintenance, or use.
  - Pay medical expenses incurred by persons injured by dish/antenna installation.
  - All costs associated with damage caused by dish/antenna installation, maintenance, or use, including but not limited to other homeowners, the Association, or residents.
  - Restore dish/antenna installation site to the original condition.
  - Maintenance, repair, and replacement of dish/antenna, and the correction of any safety hazard.
  - Dish/antenna repainting or replacement if the exterior surface of the dish/antenna deteriorates.
  - If dish/antennas become detached, the homeowner shall remove or repair such detachment within 72 hours of the detachment.
  - If the detachment threatens safety, the Association may remove the dish/antenna at the sole expense of the owner.
  - Failure to remove or repair within 72 hours may result in the homeowner receiving a citation and fines as outlined in the Fee Schedule for Violations.

**B. Residential Solar PV Systems** - In accordance with NJ P.L. 2007, c.153, the Solar Act (L. 2012, c.24), and the US Department of Energy Sun Shot initiative, and all subsequent federal, state, and municipal addendums since then, the Association, guided by the governing documents of Reynard Run, which demand the protection

of the aesthetic structural and environmental continuity, has adopted reasonable restrictions governing the installation, maintenance, and use of solar PV systems in Reynard Run.

- 10-17. All systems will be subject to ARC application review and approval PRIOR to installation.
- 10-18. No PV solar panels will be located at the front of any unit; no panels will be on the roof surfaces that face the roadways of Reynard Run.
- 10-19. PV solar panels and wiring components must be installed only on the individual unit's property.
- 10-20. No system components will be placed on or over and common elements of Reynard Run
- 10-21. The system must be installed and secured in a manner compliant with all federal, state, and municipal regulations, and must comply with federal fire safety standards and International Building Code, International Fire Code, National Fire Code published by the National Fire Protection Association.
- 10-22. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior structure of the owner's unit.
- 10-23. The homeowner is responsible for the maintenance and safety of their system and must submit explanation thereof to the Association with their ARC application prior to installation.
- 10-24. No solar energy system components may encroach upon any common elements or another owner's unit, or the air space over another's unit.
- 10-25. Any and all installations shall be completed so there is no material damage to the common elements, individual units, or void any warranties of another owner's, or in any way impair the integrity of the building structure.
- 10-26. The owner is responsible for
  - a. Providing Association copy of any applicable governmental permit if required for safety reasons.
  - b. Placement, repair, maintenance, moving and/or removal of the solar PV system.
  - c. Costs to repair damage to any property caused by the system installation, maintenance, or use.
  - d. Pay medical expenses incurred by persons injured by the solar PV system installation.
  - e. All costs associated with damage caused by the system installation, maintenance, or use, including but not limited to other homeowners, the Association, or residents.
  - f. Restore solar PV system installation site to the original condition.

- g. Maintenance, repair, and replacement of the solar PV system and components and the correction of any safety hazard.
- h. Repair or replacement if the exterior surface of the PV panels and/or other components deteriorate.
- i. If any portion of the system becomes detached, the homeowner shall remove or repair such detachment within 72 hours of the detachment.
- j. If the detachment threatens safety, the Association may remove the system at the sole expense of the owner.
- k. Failure to remove or repair within 72 hours or to maintain the system for safety purposes may result in the homeowner receiving a citation and fines as outlined in the Fee Schedule for Violations.

## **Section 11: Maintenance/Architectural Information**

### **General Information**

Basic authority for maintaining the quality of design in Reynard Run is outlined in the Declaration, the provisions which are made a part of every owner's deed. All provisions of the Declaration and Rules and Regulations must be complied with by all owners and residents. Since the Declaration "runs with the land," it is binding on all owners and should be fully understood by all owners and tenants.

All changes to the exterior of the townhome, including but not limited to porches, patios, balconies, and rear yards, require the homeowner to submit an Architectural Application Form to the Association Board of Directors.

- 11-1. The homeowner has the duty and obligation for the maintenance of the townhome, fence, rear yard, front walks, and grounds within the lot lines per their unit property survey.
- 11-2. Homeowners must keep their property in good repair, order, and condition.
- 11-3. Property ownership includes the responsibility for maintenance of all structures and grounds which are part of the property.
- 11-4. Property maintenance affects the visual character, economic values, and the safety of the property and neighborhood.
- 11-5. Each owner is responsible for maintaining their property in accordance with the Declaration and these Rules and Regulations, and for submitting appropriate Architectural Request forms as defined herein.
- 11-6. No owner shall make any modifications or alterations within their units affecting a "load-bearing wall" or adjoining wall.

- 11-7. Nothing shall be done to any unit or on/in the common elements or areas that will impair the structural integrity of any building or which will structurally change the building(s).
- 11-8. The homeowner is responsible for but not limited to responsibility for the following:
- Exterior paint color (See COLORS)
  - Aluminum siding on the home (if applicable)
  - Roof repairs and/or replacement
  - Chimney repairs and/or replacement, including yearly cleaning and maintenance
  - Patio (cement, porches, pavers, etc.)
  - Exterior lighting (patio and porch lighting)
  - Fence repairs and/or replacement, including paint
  - Shutters
  - Gutter repairs and/or replacement, including cleaning
  - Window repairs and/or replacement, including screens
  - Door repairs and/or replacement
  - Porches and patios repair and/or replacement
  - Utilities within their property lines and appurtenant to their unit

### **APPROVED FENCING**

- 11-9. Fences must be maintained in good condition and are the sole responsibility of the homeowner. The original fence style must be maintained.
- 11-10. a.) Sections of wooden fence shared by two properties are deemed to be the responsibility of the townhome owner with the framing on the inside of their property. Cost of repairs/paint or replacement shall be the sole responsibility of that unit unless another agreement between the two parties is reached.
- b.) Sections of vinyl fence shared by two properties are deemed to be the responsibility of both townhome owners. In the absence of a property survey, cost of repairs or replacement shall be shared unless another agreement between the two parties is reached.
- 11-11. Damaged fencing is to be repaired in a reasonable time frame, with the responsible party for the damage bearing the cost of the repairs.
- 11-12. Vinyl fencing is permitted with ARC approval; 3' fencing in "Jersey Cream" or "SW Fresco Cream" coloring, dog ear pickets, 3" slats.
- 11-13. 3' Fences are to be painted "Jersey Cream" or "SW Fresco Cream".

- 11-14. Homes with 6-foot stockade fencing installed - these fences are to be maintained in their natural stained wood state. An ARC application must be submitted/approved prior to changing to a vinyl fence.

### Approved PAINT & SIDING COLORS

The Collections of approved colors can be requested from the management company and should serve as a guide in making decisions on a color change. Any homeowner found in violation of this regulation will be cited and fined according to the Fee Schedule for Violations.

- 11-15. Aluminum capping may be placed on all wooden exterior parts of the home (after receipt of an approved ARC application.) The color of the capping should match as closely as possible to the existing wood trim color.
- 11-16. No homeowner shall change the appearance of any portion of the exterior of their home without an approved ARC application PRIOR to the work.
- 11-17. Color schemes may be altered with Board approval only and must be colors as seen in the approved collection of colors.

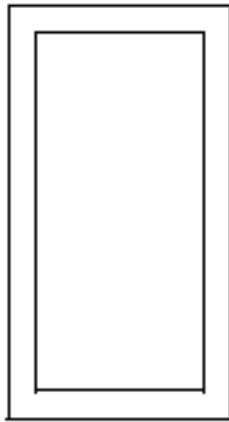
### DOORS/WINDOWS/ROOF

1. Storm door colors must match either the color of the front door, or the color of the trim of the house.
  - Refer to Chart 2 for Approved Storm Door Styles
2. The following are approved styles for **front doors**:
  - Front doors with two to four small square windows along the top upper aspect of the door, as seen as installed by the original builder.
  - Front doors with half-moon window in the upper aspect of the door as seen as installed by the original builder.
  - Front doors with thin window running vertically in the middle of the door.
  - Solid six-panel doors.
  - Front doors are to have panels as seen as installed by the original builder; i.e., no smooth-faced doors.

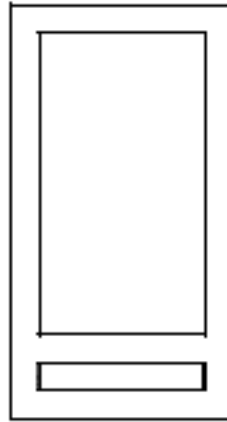
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## CHART 2-APPROVED STORM DOOR STYLES

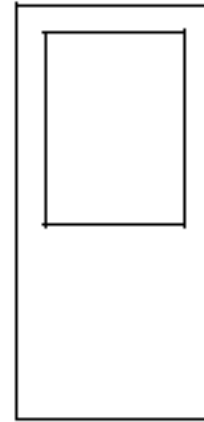
The following are approved styles for **front storm doors**:



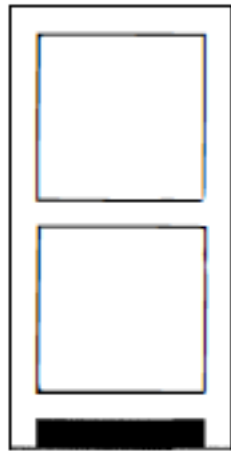
**Full View**



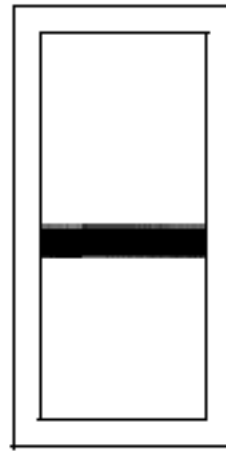
**Williamsburg**



**Half Lite**



**Full View/Panel**



**Full View/Strip**

- 11-18. Windows must be maintained in good operable condition, glass and framing intact.
- 11-19. Window screens must be intact and installed securely.
- 11-20. The style and grid pattern of replacement windows must match the original windows.
- 11-21. All window/door replacements require an ARC application with an attached color sample of the framing and trim to be installed, PRIOR to installation.



- 11-22. Homeowners who install windows/doors without securing an approved ARC application are subject to fines as outlined in the Fee Schedule for Violations.
- 11-23. White and brown frames for windows/doors are permitted, but only one consistent color is to be used throughout the entire home; i.e., either white OR brown.
- 11-24. Roofing tiles/shingles must be consistent in color with those on the entire building.
- 11-25. Roofing must be secure and intact; homeowners will readily repair or replace any and all loose shingles.
- 11-26. Homeowners must submit sample roofing shingles for color matching along with their completed ARC application **PRIOR** to replacing roofing. Since the roofing color is consistent throughout each building, it is imperative to ensure matching of colors. Installation without an approved ARC application will result in fines as outlined in the Fee Schedule for Violations.
- 11-27. Gutters shall be secure and intact.
- 11-28. NO window or wall Air Conditioning units allowed.

## **Section 12: Architectural Application Process**

As per the Declarations of Covenants, Easements and Restrictions, and the By-Laws for Reynard Run, Article VI, Section 3, the Board of Directors of the Townhome Association may appoint a committee, also referred to as the Architectural Committee, to periodically review the foregoing protective covenants and to regulate the external design, appearance, use, location and maintenance of the townhomes and of improvements. The Architectural Committee shall do so in a manner consistent with all Townhome Association guidelines and By-Laws, preserving and enhancing values and maintaining a harmonious relationship among structures and the natural vegetation and topography.

- 12-1. All changes and alterations to the exterior of a townhome or to a townhome lot **MUST** be approved by the Committee and Board of Directors.
- 12-2. Any townhome owner desiring to make such changes/alterations to his home or his lot must first submit a written application for Architectural Committee and Board of Directors review. This application form can be found on the pages that follow, and on the Reynard Run website.
- 12-3. The ARC application must include detailed plans of the proposed change, with samples of products to be used if needed for color matching. Applicants should be as specific as possible, including drawings or pictures as well as a copy of the homeowner's survey if pertinent. Failure to include pertinent information may delay application approval and can lead to application rejection.

- 12-4. The homeowner is responsible for obtaining all necessary permits from the municipality for any changes requiring such permits.
- 12-5. Applications should be submitted to the property manager at least ten (10) days prior to the first of each month.
- 12-6. The Architectural Committee and the Board of Directors will review all ARC applications submitted by homeowners in good standing. As stated in By-Laws Article VII, Section 7, a homeowner (seeking an ARC application approval) who is in default in making his payments to the Association will be denied approval until the owner fulfills his financial obligation to the Association.
- 12-7. In emergency situations the Board will consider an emergent ARC application, and the decision of approval or denial will be granted within two weeks.
- 12-8. The homeowner may appeal a rejected application to the Board of Directors within 45 days by notifying the Association via the property manager, and by attending the next open board meeting. The adverse decision will be reviewed by the Board; an adverse decision may be reversed or modified by a 2/3 vote of approval by the Board of Directors of the Association.
- 12-9. Any alterations made without a submitted ARC application and/or without approval of said application from the ARC Committee and the Board of Directors of the Association will result in a citation to the homeowner and fines levied according to the Fee Schedule for Violations. **No exceptions.**

**\*\*See ARC APPLICATION at end of Manual\*\***

## Section 13: Trash

- 13-1. Trash collection is performed by Evesham Township and is collected on Tuesday (at the time of this printing).
- 13-2. Trash must be secured and properly tied in heavy duty plastic trash bags before placing curbside.
- 13-3. Outside storage of trash receptacles is restricted to the rear of the house, within five (5) feet of the house. One trash container with a lid may be kept on the front porch of inside units only. Accommodations may be made by the board on a case-by-case basis.
- 13-4. NO trash may be placed curbside before 6PM on Mondays.
- 13-5. ALL trash cans must be retrieved by homeowners by 8PM Tuesday night. If cans are not retrieved by owner as directed, a \$25.00 fine will be imposed.
- 13-6. Bulk trash is collected per the township schedule on the township website.
- 13-7. There is no bulk collection in December due to leaf collection programs in the township. Please contact the Evesham Township Municipal Services for disposing of all bulk items between scheduled pickups.
- 13-8. Recycling is collected every other Friday. Recycled items shall be placed securely in the containers provided by Evesham Twp., and brought curbside NO earlier than 6PM on the eve before collection.
- 13-9. ALL recycling cans MUST be retrieved by 8PM Friday night. If cans are not retrieved by owner as directed, a \$25.00 fine will be imposed.
- 13-10. Please refer to the Evesham Twp. schedule for any changes in scheduling that may occur. This information can be found on the Township website:  
[www.twp.evesham.nj.us](http://www.twp.evesham.nj.us)
- 13-11. NO littering of any kind is permitted within the community, including but not limited to discarded cigarette butts, wrappers from candy or snacks, bottles or cans.
- 13-12. Depositing of trash curbside BEFORE 6PM on the eve of collection is considered littering and is a violation of Evesham Twp. Ordinances.
- 13-13. Residents in violation of these rules and regulations and those of Evesham Twp. will be reported to the Township for littering and will be fined as outlined in the Fee Schedule for Violations.
- 13-14. Violators will be billed for the removal services of trash and discards in the community on the common elements during times other than collection days. Violators can be reported to the property management company anonymously. Continued dumping in the community will result in yearly assessment increases.

## **Section 14: Tot Lot/Recreation Areas**

- 14-1. Tennis, basketball, and hockey courts, and two playground areas have been provided for the community.
- 14-2. ONLY homeowners, their families and guests are permitted to use the recreation facilities.
- 14-3. The Association, its agent and representatives are not responsible for the safety of any person, animal or personal items in recreational areas.
- 14-4. A parent or guardian over the age of 18 MUST supervise children under the age of 11 in the recreation areas or on play equipment.
- 14-5. The Association, its agents and representatives will not be held responsible for lost, stolen or damaged personal items.
- 14-6. Littering is not permitted.
- 14-7. All community recreation areas are open for community use from dawn to dusk all year.
- 14-8. NO play equipment, other than what the basketball or tennis court is specified for, is permitted on the court surfaces.
- 14-9. NO roller skating, roller blading, skateboarding, bike riding, etc. on the basketball and tennis court surfaces.
- 14-10. ONLY Proper athletic shoes shall be worn on the courts at all times.
- 14-11. NO animals are permitted on the court surfaces.
- 14-12. NO loud music, rowdy behavior, or annoyances to other residents shall be permitted in the recreation areas. (Evesham Township General E Code, chapters 63, 64, 104)
- 14-13. Any misuse of this property shall be reported to the management company. Any destruction of property or violation of these rules and regulations will result in removal from recreational area and imposing citation and fines as outlined in Fee Schedule for Violations.

## **Section 15: Pet Policy**

- 15-1. All State and Municipal codes and ordinances supersede all community rules and regulations regarding pets.
- 15-2. For the safety of the pet and the community, the Association recommends appropriate scheduled vaccinations and licensing. Please refer to Evesham Twp. Code.

- 15-3. Pets must be leashed at all times and accompanied by their owners. Staking of pets is prohibited. This is NJ State Law.
- 15-4. All leashed pets must be under the control of the owner at all times.
- 15-5. Only domestic pets are permitted.
- 15-6. NO exotic pets of any kind are permitted to be harbored.
- 15-7. Domestic pets cannot be used for any commercial purposes including, but not limited, to breeding for sale, research, or experimentation.
- 15-8. Owners shall curb their pets at all times. Pet owners shall not permit their pets to relieve themselves on the walkways, private lawns, common areas or other areas that may be offensive to other residents. Use receptacles.
- 15-9. Any pet causing or creating a nuisance, or unreasonable disturbance or noise shall be the responsibility of the owner, and subject to township and state ordinance and code violation. The township stipulates up to a \$200 fine per offense.
- 15-10. An owner or resident wishing to file a complaint about any particular pet MUST WRITE to the Association relating the incident(s). Efforts will be made by the Association and its representatives to obtain immediate voluntary compliance.
- 15-11. Upon receipt of the written complaint, the Association and Management Company will begin demanding corrective measures immediately. See Fee Schedule for Violations.

## **Section 16: Yard Accessories**

- 16-1. Yard decorations, brightly colored or otherwise such as pink flamingos, sheep, or other statues, may be placed in the owner's rear yard ONLY.
- 16-2. Birdfeeders shall be placed a minimum of ten (10) feet away from all exterior structures and minimum of three (3) feet from property lines to prevent rodent infestation.
- 16-3. One (1) bird feeder is permitted in the front of the homeowner property. A maximum of two (2) birdfeeders are permitted in the rear of the homeowner property.
- 16-4. Birdbaths must be maintained in a clean state, and placed in the rear yard ONLY.
- 16-5. Only furniture designated for outdoor usage is permitted outdoors, and shall be scale appropriate.
- 16-6. Outdoor patio umbrellas must not exceed eight (8) feet in height, and colors must aesthetically blend with the surroundings. Umbrellas must be stored properly during winter months.

- 16-7. Personal swing sets, jungle gyms, dog houses, permanent flag posts, open compost piles, and sports equipment/devices (such as basketball rims/backboards) are prohibited.

### **GRILLS/FIREPITS**

- 16-8. Grills, and fire pits are permitted in the rear yard of the townhome ONLY.
- 16-9. Grills, and fire pits must be stored a minimum of 5 feet from any building structure.
- 16-10. Grills, and/or fire pits must be commercially manufactured and cannot be constructed of brick, stone, concrete, cinder block, or other masonry materials.
- 16-11. Grills, and/or fire pits must be well-maintained and when in use must be located at a safe distance as determined by the Evesham Fire Marshall and/or New Jersey State Fire laws.
- 16-12. Grills and/or fire pits must be attended to at all times by an adult homeowner or other responsible adult assuming responsibility.
- 16-13. All safety precautions and preventative measures regarding the use of fire shall be of utmost importance regarding these accessories.
- 16-14. Owners will bear full responsibility for any damages caused by the use or misuse of their grill, fire pit, etc.
- 16-15. NO grill, fire pit or open flame may be used underneath any overhanging structure of any building.

### **RECREATIONAL WATER EQUIPMENT**

- 16-16. Jacuzzis, hot tubs, and small kiddie pools may be used with restriction by the homeowner.
- 16-17. The homeowner must provide proof (upon request) of adequate insurance coverage for ownership and usage of water-filled recreation equipment on their property.
- 16-18. Owner assumes full responsibility for all maintenance and upkeep, incidents, damages, events involving their possession of the Jacuzzi, hot tub, or kiddie pool.
- 16-19. The Association or its representatives bear no liability for personal property of homeowners.
- 16-20. All Jacuzzis, hot tubs, kiddie pools MUST have a lid/cover that is secure and locked when not in use or when not under direct supervision of an adult owner or resident.
- 16-21. If a locking lid/cover is not feasible, the water-filled recreation equipment MUST be drained immediately after each use or its use will be strictly prohibited.

- 16-22. NO open bodies of water greater than three (3) inches in depth may be left unattended. NO EXCEPTIONS.
- 16-23. Draining of Jacuzzis, hot tubs, or kiddie pools must not disrupt the stability of the environment; i.e. the homeowner must ensure that the drainage takes place slowly, in a direction away from any housing structure, and causes no flooding or damage to common areas or neighboring residences.
- 16-24. In order to inhibit the spread of diseases from mosquitoes living in standing water, all Jacuzzis, hot tubs and pools shall be properly maintained with covers to prevent the presence of any water in which mosquito larvae may mature and grow or exist.
- 16-25. All covers must be maintained in a way to prevent the collection of stagnant rain water.
- 16-26. NO homeowner may install or use water-filled recreational equipment of any kind on their property or common ground without obtaining an ARC application APPROVED by the BOARD.
- 16-27. NO pools that require a filter or ladder are permitted to be installed in the community.
- 16-28. Failure to comply with these regulations will result in fines according to the Fee Schedule for Violations.

## **Section 17: Firewood**

- 17-1. Firewood delivery MUST be done by hand-truck to the rear yard. NO delivery of wood by vehicle to the rear yard is permitted.
- 17-2. Firewood shall be stacked a minimum of 2 feet away from any building structure (to prevent rodent and termite problems) neatly off the ground in the rear yard and shall not exceed a height of 3 feet high by 10 ft long.
- 17-3. No firewood shall be stored on common grounds.
- 17-4. Firewood will be permitted on the front porch of townhomes in a decorative ring from November 1 through April 1 ONLY.
- 17-5. The homeowner is responsible for the maintenance of and any damages caused by storage of firewood on his property.

## **Section 18: Signs/Holiday Decorations**

- 18-1. No owner, occupant, or agent of shall post any sign, advertisement, or poster of any kind except as authorized by the Association.

- 18-2. Any sign found to be in violation of this regulation will be removed and disposed of by the Management Company or Association Board of Directors, at the expense of the violator.
- Authorization for display: OPEN HOUSE signs must be put up and removed on the same day of the open house.
  - One FOR SALE sign is permitted in the front garden bed of the home or can be displayed in one front window.
  - YARD SALE signs may only be posted in the community with PRIOR Association Board of Director approval, and must be removed immediately after the yard sale is finished.
  - Failure to remove open house or yard sale signs immediately after event will result in a citation to the violator(s) as outlined in the Fee Schedule for Violations.
- 18-3. Holiday decorations shall be removed no more than two (2) weeks after the holiday.
- 18-4. Christmas decorations and/or lighting shall be removed no later than January 15th.
- 18-5. Failure to remove decorations within the designated time frames will result in a citation to the violator(s) as outlined in the Fee Schedule for Violations.

## **Section 19: General**

### **SOLICITING**

- 19-1. Soliciting in Reynard Run is prohibited without an Evesham Township Permit.
- 19-2. No peddlers or solicitors of any kind are allowed on the property.
- 19-3. Report solicitors to the Property Management Company immediately, providing name, telephone number, and location, if possible.
- 19-4. For the safety of the homeowners of the community, flyers and advertisements are not permitted to be left in doorways.

## **Section 20: Noise/Abusive Behaviors**

The Covenants of Reynard Run and Evesham Township General E Code, Chapter 63, 64, 104 guarantee owners the right to the "quiet enjoyment" of their homes. Homeowners have the right to live in Reynard Run without being annoyed, harassed, or otherwise interfered with by others.

- 20-1. No occupant shall obstruct or interfere with the rights or privileges of any other occupant or in any way injure or annoy them.



- 20-2. Homeowners and residents shall not engage in any abusive or harassing behavior, either verbal or physical, or exhibit any form of intimidation or aggression at other homeowners, residents, guests, occupants, invitees, or management, its agents and employees, or vendors.
- 20-3. Each homeowner shall be charged with the responsibility of directing his tenants, guests, or invitees to comply with the Association's Rules and Regulations, Declaration, and By-Laws.
- 20-4. No resident shall stop an employee or contractor in the performance of their duties, give special instructions to, and/or ask favors of employees or contractors. All requests for services and/or complaints are to be submitted to the Association's property manager in writing via USPS, email or fax.
- 20-5. The Association addresses intolerance for such behavior as outlined in the Fee Schedule for Violations.

## **Section 21: Fiscal Matters**

### **CAPITAL CONTRIBUTIONS**

By regulation of the Declaration of Covenants, Easements and Restrictions of the Reynard Run Townhome Association, each new owner (Buyer) is required to make a one time non-refundable capital contribution to the Association. The fee consists of two monthly fee payments in order to provide working capital for future community needs.

The Board of Directors is required to allocate working capital funds collected per fiscal year to a reserve fund. This reserve fund will be utilized in the event of a major capital expense for the Association to meet any contingencies not provided for in the annual budget.

### **ADVANCE FEE COLLECTION**

All purchasing homeowners are assessed one month Association fees in advance. The advance fees are put towards the regular monthly dues for the first month of residency in Reynard Run.

### **MONTHLY MAINTENANCE FEES/LATE FEES/NSF FEES**

- 21-1. The expenses for the maintenance of the common elements and other obligations of the Reynard Run townhome association shall be paid for by all homeowners through the monthly assessments/fees.

- 21-2. Fees are established yearly with the approval of the Annual Budget, distributed to homeowners via email or USPS and payable electronically or by USPS.
- 21-3. The monthly assessment is due on the first of each month, and must be remitted no later than the 15th day of the month, payable to "Reynard Run Townhome Association." Please include your unit number on the check or it will be returned.
- 21-4. A \$30.00 late fee will be assessed on the 16th day of each month against any unit owner who has not remitted their monthly maintenance fees to be received in the office between the 1st and the 15th of the month.
- 21-5. If the due date falls on a holiday or weekend, the payment must be received **PRIOR** to the date or the late fee of \$30.00 applies. The late fee of \$30.00 will be charged in addition to the monthly maintenance fee for each 30 days the dues are late.
- 21-6. All payments received are posted to the oldest balance first. If there is any outstanding balance on your account, the payment received will be posted against this amount.
- 21-7. In order to avoid late fees, your account must be up to date with any and all charges that have been posted.
- 21-8. All payments should be sent via USPS or electronically.
- 21-9. A \$35.00 processing fee for checks returned for insufficient funds or stop payment will be charged to the homeowner's account, in addition to any late fees incurred.

### **LATE NOTICES/LEGAL/ACCELERATION**

- 21-10. On the last day of each month, if the payment for that month has not yet been received, the Board authorizes its Agent to send a notification to the homeowner reminding them of the overdue payment. A 2% fee will be charged to the homeowner's account for any payment made over \$325.00
- 21-11. Should the account remain unpaid at the end of the following month, the Association Attorney will be contacted to handle the matter.
- 21-12. Any and all legal fees incurred by the Association while pursuing collection of any overdue payments from a homeowner will be the homeowner's responsibility.
- 21-13. If the overdue amount has not been paid within 30 days of the aforementioned notification, the amount due for the remainder of that calendar year will be accelerated and become due immediately from the homeowner in default.
- 21-14. The Association's Attorney will prepare a judgment and/or a lien with the appropriate information (including accelerated amount due and the costs incurred) and forward to the Manager for signing and Notary. Upon return to the attorney, it will be filed with the County Clerk's office and a copy will be sent to the delinquent owner with a "60-day Demand Letter."

- 21-15. Property Manager will attempt to locate and contact homeowner's mortgage company and notify them of the judgment and/or lien filing.
- 21-16. If the overdue amount has not been paid within 60 days of the letter referred to above, the Board may take one, two, or all three of the following actions:
- Instruct the Attorney to file a Summons and Complaint in Special Civil Court
  - Instruct the Attorney to file a Writ of Execution of Goods and Chattels
  - Instruct the Attorney to file a Lien Foreclosure against the defaulting homeowner.

### **SPECIAL ASSESSMENTS**

- 21-17. Special Assessments approved per the Community's Documents are due as indicated and the aforementioned legal actions will be taken to collect them if delinquent. The Association maintains a proper cash flow for the operating expenses of the community, as well as the Capital Reserve account for the Association. It is only with prompt and timely payment of monthly dues that the Association can meet its financial obligations.

## **Section 22: Sales/Leasing Refinancing**

### **SALES**

- 22-1. Homeowners must notify the Association's Management office when listing their property for sale by completing the Sales Notification Form and sending via USPS, email or fax.
- 22-2. The owner/seller will be responsible for a non-refundable processing fee to the Association's Managing Agent for the processing of documents, faxes, certifications, questionnaires, telephone calls, status of dues letter, and any other information requested by the agents/representatives necessary for the sale of the unit.
- 22-3. A unit owner refinancing their home must pay in advance to the Management Company a fee to be determined by the Managing Agent prior to the completion of the paperwork. An invoice will be provided. Once payment is received, the Loan Processor may request the status of dues, certificate of insurance, questionnaire, or other required paperwork for completion of the refinance.
- 22-4. The unit owner will be responsible for outstanding fees due to the Association and any legal costs involved in the release of Warrants, Judgments, or Liens

placed upon their home by the Association's Attorney prior to or at the time of sale.

- 22-5. The owner/seller will be responsible to transfer the Declarations of the Community to the Buyer. If these Documents are not made available, a digital copy can be provided by the management company. The Documents are also available online at [www.reynardrun.com](http://www.reynardrun.com).

### **LEASING**

- 22-6. All lease agreements between a townhome owner and a tenant must be in writing and must provide that the lease is subject to the Townhome Master Deed, Declaration and By-Laws, Rules and Regulations.
- 22-7. The lease must state that any failure by the tenant to comply with the terms of such documents shall constitute a default under the lease.
- 22-8. The lease must also state that the tenant may be notified by the Townhome Association if the townhome owner has failed to pay any assessment, that the tenant may pay the same, and that the tenant may deduct the amount of said payments from the rent due to the Townhome owner.
- 22-9. No unit shall be leased by the owner for a period of less than one year nor shall any lease be utilized for transient or hotel purposes.
- 22-10. Unit owners must provide a copy of the lease to the Townhome Association's Management office within 30 days of the signing of the lease.
- 22-11. Unit owners must provide a completed Resident Profile Form with the copy of the lease to the Association's management office, providing all requested information regarding the tenant's name(s), contact number(s), number of people in unit, vehicle information on an annual basis.
- 22-12. The townhome owner, by leasing his/her unit, surrenders his/her right to use the townhome common areas, and such rights shall be automatically transferred to the tenant.
- 22-13. The owner must provide the tenant(s) with a copy of the Rules and Regulations.
- 22-14. In the event a lessee of a unit fails to comply with the aforementioned provisions, the Association shall notify the owner of such violations and demand that the same be remedied through the owner's efforts within 30 days after such notice.
- 22-15. If such notice is not remedied within said 30 day period, the owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violations or any other reason justifying cause under state law. Such action shall not be compromised or settled without prior written consent of the Association. Failure to comply will subject the unit owner to fines. See Fee Schedule for Violations.

- 22-16. By acceptance of a deed to any Unit, each and every owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purpose described in this section.
- 22-17. In the event that the unit owner fails to fulfill the obligations contained in the above sections, the Association shall have the right to institute and prosecute such action, attorney-in-fact for the unit owner at the unit owner's sole cost and expense, including all legal fees incurred for any violation by the lessee of the Rules and Regulations described in the Declaration of Covenants, Conditions and Restrictions and the By-Laws of the Association and other documents referred to herein and for any justifiable cause under state law.
- 22-18. The foregoing costs and expenses shall deem to constitute a lien on the particular unit involved; collection thereof may be enforced by the Association pursuant to Article 5, section 8(c) (ii) of the Declaration.

## **Section 23: Fine Fee Schedule for Violations**

- 23-1. In accordance with the By-Laws, the Association shall have the right to enforce all restrictions, covenants, conditions, reservations, easements, liens, and charges of the Townhome Declaration, and in the event of a violation, shall be entitled to injunctive relief and damage, or both, from the owner or other person or entity committing such violation.
- 23-2. If an owner, family member, tenant or guest of an owner violates a rule, regulation, restriction, or provision of the Reynard Run Townhome Association or Township Ordinance, the following actions will be taken:
- A notification will be sent to the offending unit owner advising of the violation and requesting compliance in accordance with the Rules and Regulations/Governing Documents.
  - If the unit owner does not respond to the Association's Property Manager within ten (10) days of the date of the notification, it will be assumed that the unit owner does not contest the notice of violation and will immediately comply.
  - If the violation continues or occurs again after the ten (10) days from the initial notice which is sent electronically and by regular mail, a second notice will then be sent to the offending unit owner by regular and certified mail, advising that if the violation continues (or occurs again) after the date specified, a fine of \$50.00 will be imposed.
  - The second notice shall advise the offending unit owner of his/her right to an Alternative Dispute Resolution (ADR) proceeding if the notice of violation is

contested.

- If the offending unit owner chooses to exercise his/her right to an ADR proceeding, that unit owner must notify the Property Manager in writing via certified mail within ten (10) days of his/her receipt of that notice. If he/she does not so notify the manager, he/she shall forfeit their right to ADR and it will be assumed that the notice of violation is not contested.
- The fines stated above will be imposed against the offending unit owner for each violation that occurs after the date specified in the notice.
- If those accumulated fines are not promptly paid and the violation abated, the Association may take legal actions as deemed necessary against the offending unit owner's property in the County Clerk's office for the amount of those accumulated fines and associated legal costs incurred in pursuing enforcement of the violated rule.
- The Association has the right to suspend the offending unit owner's membership rights and privileges, including:
  - his/her voting right, until the violation is abated, and fines are paid
  - access to common areas, until the violation is abated, and fines are paid
  - parking privileges, until the violation is abated, and fines are paid

23-3. All costs incurred by the Association in pursuing enforcement of a rule or regulation, including legal fees and filing fees, are chargeable directly to the offending unit owner and shall serve as the basis for a lien to be filed against that unit until all outstanding costs are paid by that unit owner.

23-4. Fines considered for all violations of the Association's Documents and of the Township Codes include but are not limited to:

- Unauthorized signage/signage not removed within the approved timeframe
- Holiday decorations not removed within the approved timeframe
- Home disrepair; land maintenance violation
- Antenna/satellite disrepair or detachment not addressed within 72 hours
- Littering/trash violation
- Destruction of common elements/misuse of recreational facilities
- Violation of pet policy (Note: Township and State Ordinances/Codes are considered separate with their own set of established fines)
- Abusive/harassing behavior; interfering with a contractor in the performance of his duties
- Parking violation (Note: Vehicle(s) may/will be towed)

23-5. Exceptions to the Fine Fee Schedule aforementioned include but are not limited to the following violations. *Please note that the fines listed here are the initial fine; the process remains as aforementioned:*

- No Architectural Application submitted PRIOR to work begun \$500.
- No Architectural Application approval granted PRIOR to work begun \$500.
- Failure to submit a complete Resident Profile Form \$250.
- Unlocked top/lid to Jacuzzi, hot tub, or pool; unattended open body of water on premises \$250.
- Unsupervised open fire on premises (grill or fire pit) \$250.
- Invalid/incomplete/noncompliant lease agreement \$250.
- Common area Damage by a resident or guest \$50 & cost of repairs.

### **SITE INSPECTION/CONTESTING**

23-6. In the event that Management notices any violation of the Rules and Regulations on its site inspections, an inspection report will be generated by the property manager.

23-7. Warning/violation notifications are issued to the respective owner(s) if an infraction is noted.

23-8. Work orders are issued for any maintenance problems which are the responsibility of the Association.

23-9. The offending unit owner will have 35 days to rectify any infractions from a site inspection.

23-10. If after 35 days the site inspection infraction has not been corrected, the homeowner will be requested to attend a Board meeting before a fine is imposed, via regular and certified mail.

23-11. The offending unit owner will have the opportunity to request a hearing within ten (10) days should they wish to contest the fine imposed. If a hearing is not requested, the fine will remain on the account as imposed.

23-12. If a hearing is requested, the Board of Directors will preside at the meeting. A representative from the Management Company and the alleged violator (unit owner and/or tenant) must be present. The Board will hear both sides and a decision will be reached as to whether to impose a fine.

23-13. If the Board hears the first case and the alleged violator is not satisfied with the outcome, he/she may request in writing via certified mail a second hearing within seven (7) days of receipt of the written request for such. This would be with an outside arbitration committee.

## Section 24: Insurance Guidelines

- 24-1. In accordance with the By-Laws, liability insurance is purchased by the Association to cover all common areas owned by the Association. Liability coverage does not extend to cover against physical damage to your townhome structure or lot.
- 24-2. Each homeowner is required to purchase a homeowners policy to cover physical damage to the building structure, appurtenant piping, heating, air conditioning, vents, appliances, and contents including but not limited to clothing, furniture etc.
- 24-3. This policy should also provide liability protection within the unit. Most policies have limitations on jewelry, furs, silverware, etc. These can be insured specifically and should be discussed with your agent.
- 24-4. For insurance purposes, refrain from entering the common planting beds, and riding bikes and other vehicles throughout these and turf areas.
- 24-5. Avoid damaging sprinkler systems.
- 24-6. Refrain from playing and riding bikes between cars and vehicles in the parking areas.

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## PROPERTY MANAGEMENT COMPANY INFORMATION

**Mailing Address:**

Reynard Run at Evesham Townhome Association  
c/o Lost Properties, LLC.  
PO Box 598  
Moorestown, NJ 08057

**Physical:**

Lost Properties LLC.  
Home Office, Mullica Hill, NJ

Office number: 856-499-3261

Fax number: 856-294-9318

Email: [lostpropertiesllc@gmail.com](mailto:lostpropertiesllc@gmail.com)

Management Website: [www.lostpropertiesllc.com](http://www.lostpropertiesllc.com)

Community Website: [www.reynardrun.com](http://www.reynardrun.com)

**Sale Notification**  
**Reynard Run at Evesham Townhome Association**

Scheduled Date of Sale: \_\_\_\_\_

Name of Unit Owner(s):

\_\_\_\_\_

Address of Unit to Sold:

\_\_\_\_\_

\_\_\_\_\_

Name and Phone Number of Selling Broker or Agent:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Buyer(s):

\_\_\_\_\_

\_\_\_\_\_

Telephone Numbers of Buyer(s):

\_\_\_\_\_