

## MEMORANDUM

TO: DEER RUN ESTATE HOMEOWNERS ASSOCIATION

SUBJECT: HOMEOWNERS HANDBOOK *revised* November 2017

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Attached is your Homeowner's Book, which has been created by Management and approved by your Board of Directors. Please review this book carefully. Also attached is a registration form, which should be completed with all information pertaining to your home and returned to our Moorestown office within ten (10) business days. We are in the process of updating our resident information. This information is strictly confidential and will be kept in the permanent records. The only people with access to this information will be the employees of Associa Management and the Deer Run Board of Directors (should they require it).

Please forward the completed form to our office within ten (10) business days. Our address is:

Associa Mid Atlantic  
14000 Horizon Way  
Suite 200  
Mt Laurel, NJ 08054  
856-996-1645

For all investor owners, please provide your tenants with a copy of this book. The book should stay with the residents who live in the community. Additional copies of this handbook and all other important documents can be found on our web site at [www.deerrunestates.org](http://www.deerrunestates.org).

Thank you for your cooperation in this matter.

### **ABOUT THE ASSOCIATION..**

The Board of Directors welcomes you to Deer Run Estates. We would like to take this opportunity to acquaint you with the Deer Run Estates Homeowners Association, of which each homeowner in our community is a member.

Our Association was formed as a self-supporting nonprofit corporation in the State of New Jersey in October of 1997. The Association as a body owns certain ground to be used for ingress and egress, parking, open space and recreation facilities. A total of 92 townhouse units make up the Association. It is the Association's responsibility to maintain these areas in a safe and aesthetic condition. In addition, every resident is bound by Maintenance & Architectural Guidelines designed to keep our community attractive and well maintained. These standards enhance our quality of life as well as the value of our homes. The Maintenance & Architectural Guidelines are included in this homeowner's manual. Copies of the By-Laws & Covenants, which should be kept by each homeowner and transferred to any new buyer, are available through the Management Company at a nominal cost (which covers the cost of copying) or on our web site at [www.deerrunestates.org](http://www.deerrunestates.org) under the rules and regulations tab.

There is an annual Association fee, which is payable on a monthly basis. Association fees are due by the first of each month. Payment envelopes will be issued to all homeowners.

We trust that you will enjoy living in Deer Run Estates and that you will find enjoyment in participating in the community activities that are available to all members in good standing.

If you have any additional questions, please feel free to contact the managing agent.

## **ABOUT THE MANAGEMENT COMPANY...**

Associa Management has been retained by your Board to administer the functions and services of the Association. The Association utilizes your monthly maintenance fees to cover the costs of maintaining and insuring the common elements, (including landscaping & snow removal), drainage facilities, shared access easement on Antler Drive and management of the Association.

The Deer Run Estates Homeowner Association deals only with the exterior of your homes and the common areas. We will be available to help in any way that can make your living experience at Deer Run Estates more enjoyable.

Associa can be reached by phone, which has twenty-four-hour emergency message capability, at 856-996-1645. The office hours are 9:00 - 4:00 P.M., Monday through Thursday and 9:00-2:30 on Friday. Please send all correspondence to:

Associa Mid Atlantic  
14000 Horizon Way  
Suite 200  
Mt Laurel, NJ 08054  
856-996-1645

**PLEASE MAKE YOUR MONTHLY DUES CHECKS PAYABLE TO "DEER RUN ESTATES HOMEOWNER'S ASSOCIATION." DON'T FORGET TO INCLUDE YOUR UNIT NUMBER ON YOUR CHECK AND REMIT IT IN THE PAYMENT ENVELOPE EACH MONTH.**

A **\$25.00** late fee will be charged to any homeowner whose total monthly Association dues are not received **fifteen** days after they are due. This fee will be in addition to the monthly dues, and will be charged for each thirty days the dues are late.

In addition, any Assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at 18% per annum, payable monthly, and the Association may declare the entire balance of the Assessment due and payable in full by giving notice thereof to the Owner.

There will be a processing fee for checks returned for insufficient funds and will be charged in addition to any late fees incurred.

**ASSOCIATION DUES ARE DUE AND PAYABLE EVERY MONTH.**

All dues payments should be sent directly to the address indicated on the remittance envelopes.

## **WHO IS RESPONSIBLE FOR DOING WHAT?**

There are three responsible parties in a homeowner's association:

1. the Homeowner
2. the Association
3. the Managing Agent

It's important to understand the responsibilities of all, particularly as they apply to maintenance.

### **YOUR RESPONSIBILITIES AS A HOMEOWNER**

You are responsible for your home and its maintenance. If anything inside or outside your home requires service or repair you must do the work or arrange to have it done. This includes the interior and exterior and includes by example, and not limitation, driveways, walks, decks, fences, trees, shrubbery or grass to be maintained in good repair and in neat, safe and attractive condition. This also includes any damages or alterations to building party walls, structural components, all exterior doors, windows, sidewalks, front steps, patios, rear yard and the plantings located on the lot.

The Association reserves the right to perform the maintenance and/or replacement if the homeowner fails to do so of certain exterior components of the Townhouse Dwellings and Lots, limited to, patios, driveways, walkways and fences, should you as a homeowner fail to perform proper maintenance within 14 days from notification and the cost will be charged only to the Owners of the Dwellings on which the work was performed.

You are responsible to maintain broad form insurance against loss by fire and including all risk extended coverage for improvements constructed upon the Lot, including but not limited to the entire dwelling including fire walls, deck and the roof. The policy shall insure full replacement cost and name the Association as an additional insured.

You are also responsible for adherence to the Rules & Regulations established by the Association. A Maintenance & Architectural Committee was established by the Association to develop guidelines for any architectural additions or changes. You are responsible for your individual tax bill and an individual bill for sewerage services. Each unit will be separately metered for gas and electricity (including gas heat).

### **THE ASSOCIATION'S RESPONSIBILITY**

Your Association is responsible to preserve the architectural integrity of the roofs, siding and trim, common areas through enforcement. Additionally, the Association is responsible for the maintenance of the common areas and easement areas which includes common area landscaping and snow removal services. The Association is also responsible to reserve for the future replacement of the roofs, siding, trim and common sidewalks. The Association is also responsible to reserve for the future replacement of the common area. In accordance with the capital reserve study the Association is also responsible for the conduct of the Association's business in general and finally, the administration of the By-laws of the Association and any regulations established by the Association.

In practice, these responsibilities are borne by the Board of Directors, supported by committees elected or appointed to advise the Board on particular aspects of the operation.

### **BOARD OF DIRECTORS**

The Deer Run Estates Homeowners Association is governed by a five-member Board of Directors. According to the Master Deed and By-Laws, the Board is responsible for the administration and management of the property including but not limited to: adoption of an adequate annual budget, 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, By-Laws and Regulations, entering into contracts to provide for the necessary services required, hiring of employees, keeping adequate books and records.

Directors serve their terms without compensation. There are General Membership (All Homeowners) Meetings held on an annual basis. General business is conducted and members of the Board of Directors are elected at the General meeting. Board meetings are held monthly. Due to limited space please notify management if you would like to attend.

The Board of Directors has established various committees to assist in the conduct of its business, including the Maintenance & Architectural Committee.

#### RESPONSIBILITIES OF THE MANAGEMENT AGENT

Routine operations are usually delegated to a professional management agent retained by the Board on behalf of the Association within already established guidelines. The Managing Agent is accountable to the Board of Directors.

The Managing Agent hires and supervises the personnel required for all building operations, handles bookkeeping, monitors adherence to regulations, makes site inspections of the area to report all violations or problems with the Architectural guidelines, and carries out other activities as instructed by the Board of Directors. They respond to all telephone calls or correspondence relating to such items as work orders, account inquiries, informational requests.

## ASSOCIATION DUES

The Common Elements of the Deer Run Estates Homeowners Association's expenses, maintenance and other obligations shall be paid for by all homeowners through the monthly assessments.

There are monthly assessments due on the first of the month, and must be remitted no later than the fifteenth (15th) day of the month, payable to "**Deer Run Estates Homeowners Association.**" A current budget will be provided upon request and at the end of every fiscal year. Please include your unit number on your check. A current budget will be provided upon request.

Delinquent accounts are handled in the following order:

1. Management issues a delinquency letter after the account is fifteen (15) days delinquent.
2. Management and/or attorney issues a second delinquency letter which advises that the following actions will be taken if payment is not received within thirty (30) days of the original delinquency letter (account would be approximately 45 days delinquent at this point):
  - a. Action to collect principal amount owed.
  - b. Action to collect late charges assessed.
  - c. Action to collect interest assessed.
  - d. Action to collect accelerated amount due.
  - e. Suspension of rights as an Association member.
  - f. A lien will be filed against the homeowner's property
  - g. Action to collect all collection costs (i.e. legal fees)
3. Management and/or an attorney will begin the collection process as described above if full payment is not received within seven (7) days after the fifteenth of the second delinquent month of non-payment. A collection attorney will make contact with the delinquent owner after proper review of the collection file through regular and certified mail. At this point, account will be approximately three (3) months delinquent.

If the delinquent amount has already been paid, in full or in part, please contact the Management company immediately and provide them with your proof of payment (i.e. front & back of canceled check).

If you are delinquent, the Board has the right to accelerate the amount owed for the rest of the year and proceed to collect on the entire amount. The Association has the right to charge back interest on the unpaid balances, legal fees and late fees.

We appreciate your understanding and anticipated cooperation in this matter, as the Association can only maintain a proper cash flow for the operating expenses of the Association, as well as the Reserve Account for the Association, only if monthly dues are paid in a prompt and timely fashion.

You will receive payment envelopes in mid-December each year for the following year.

## CAPITAL CONTRIBUTION & ADMINISTRATIVE FEES

By regulation of the Declaration of Covenants, Easements and Restrictions of the Deer Run Estates Homeowners Association, each new owner is also responsible for paying a capital contribution equivalent to **two months Assessment of Common Expenses** to be used as security for non-payment of expenses to be made upon an owner taking title to a lot.

The Board is required to allocate a portion of all working capital collected per fiscal year to a reserve fund. This reserve fund will be utilized in the event of a major expense. The Board will work together to determine the necessity and extent of such repair work.

All new unit owners will be assessed a **\$100.00 one-time membership fee** to the Association for administrative costs resulting from a real estate transaction.

### **ASSOCIATION DUES ARE DUE AND PAYABLE ON THE FIRST OF EACH MONTH**

1. A \$25.00 late fee will be charged to any unit owner whose total monthly Association dues are not received on or before the 15th of the month due. This fee will be in addition to the monthly dues and will be charged for each month dues are late. For more fee information, please review Association Dues on Page 5 of this handbook.
2. There will be a processing fee for checks returned for insufficient funds and will be charged in addition to any late fees incurred.

Any questions regarding these procedures should be directed to the managing agent.

**PROCEDURE FOR HANDLING VIOLATIONS AS NOTED  
BY OTHER UNIT OWNERS OR RESIDENTS**

In the event you wish to file a complaint with the Board regarding violations of the Rules and Regulations, you should follow the procedures set forth below.

1. Contact the Management Company and write a complaint letter providing the time, place and identity of the violation - Management can only act on written documentation.
2. The Management will then notify the alleged violator by regular mail advising them to cease the prohibited activity immediately. A copy of this letter will be sent to the complainant to keep them apprised of the situation.
3. In the event the violation continues, complainant must notify the Association Manager of the continuation of the violation, write another complaint letter and send this to the Management office.
4. Management will discuss with Board whether to impose a fine against the unit owner.
5. If a fine is imposed, the violator will be so advised by certified and regular mail and unless a request for a hearing to dispute the imposition of the fine within ten (10) days of notification is made, the fine will be deemed valid and the fine will be attached to the account. A copy of this letter will be sent to the complainant to keep them apprised of the situation.
6. In the event the alleged violator requests a hearing, the complainant and violator may be required to appear before the Board to substantiate the alleged violation.

## **PROCEDURES FOR HANDLING VIOLATIONS AS NOTED ON MANAGEMENT INSPECTIONS**

In the event that Management notices any violations of the Rules & Regulations on its site inspections, the Board of Directors has approved the following procedures.

1. Management performs site inspections of the property on a regular basis. Any maintenance items and violations of the Rules & Regulations are noted.
2. An "Inspection Report" is generated from the handwritten notes taken by the property manager or property administrator.
3. Warning letters (violation letters) are issued to the respective owner(s) if an infraction is noted. If the unit owner is an investor and if the investor has provided information regarding the tenant, a copy of the violation letter will be issued to the tenant as well. If the investor owner has not provided Management with any tenant information, the unit owner will be the recipient of the violation letter. Please keep in mind that the unit owner is responsible for the actions of his tenant.
4. The unit owner will have fourteen (14) days to rectify the problem.
5. The unit owner will have the opportunity to request a hearing within ten days should they wish to contest the fine. This request should be issued to the Management Company in writing. If a hearing is not requested, the fine will remain on the account as imposed.
6. If a hearing is requested, the Covenants Committee, or if no such committee has been established, the Board of Directors will preside at the hearing. A representative from the Managing Agent (Complainant) and the alleged violator (Unit Owner and if applicable, Tenant) must be present. The Covenants Committee or Board of Directors will hear both sides and a decision will be reached as to whether to impose the fine.
7. If the Covenants Committee hears the first case and the alleged violator is not satisfied with the outcome, he/she may request a second hearing with the Board of Directors within seven (7) days of receipt of the written request for such. If no such Covenants Committee exists, an outside arbitration committee may be appointed for the second hearing.



**DEER RUN ESTATES HOMEOWNERS ASSOCIATION (DRU)  
MAINTENANCE & ARCHITECTURAL GUIDELINES**

WHEREAS, the Deer Run Estates Homeowner Association's Declaration of Covenants, Easements and Restrictions (the "Declaration") provides for the creation of an Architectural Committee (The Committee).

WHEREAS, Article VI of the Declaration establishes certain restrictions applicable to all lots and dwelling units for aesthetic appearance and architectural control.

NOW, THEREFORE, BE IT RESOLVED THAT the Association Board of Directors hereby adopts the following Maintenance and Architectural Guidelines.

**INTRODUCTION**

These Maintenance and Architectural guidelines have been created to describe the regulations, which govern exterior alterations to structures, fences, sheds, yards, etc. The Guidelines have been specifically drafted to incorporate both the provisions set forth in the Declaration of Covenants, Easements and restrictions, and where applicable any local municipal or health regulations (see further discussions below). Finally, the Guidelines have been drafted so as to achieve basic aesthetic maintenance purposes without unreasonably infringing on individual taste or creativity.

With this framework and purpose in mind, the Guidelines describe the process necessary for approval of any exterior alteration, as well as those activities, which are either permitted without approval or are prohibited. Since the purpose is to guide activity only so far as is necessary for community maintenance, homeowners are required to make applications for desired changes, or where necessary, propose an amendment to these guidelines before carrying out the alteration. A homeowner who does not do so may find him or herself subject to enforcement proceedings under these Guidelines and the authority established by the Declaration of Covenants, Easements and Restrictions. Enforcement proceedings can only cost the homeowner in question and all others homeowners money and time. A fine will be issued for non-compliance if the owner fails to submit an ARC application prior to any work taken place on the unit. The fine imposed will be up to \$1000 for each incident.

Should the Committee approve a homeowner proposed amendment; the Amendment can only become final upon approval by the Board of Directors of the Deer Run Estates Homeowners Association.

**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS**

Basic authority for maintaining the quality of design in Deer Run Estates is outlined in the Declaration, the provisions of which are made a part of every owner's deed. All owners and residents must comply with all provisions of the Declaration and Rules and Regulations.

Each property owner received a copy of the Declaration as part of the Public Offering statement. Since the Declaration "runs with the land," it is binding on all owners and should be fully understood by all owners and tenants.

The Declaration explicitly states that all exterior alterations require the approval of the Architectural Committee.

**NOTE THAT COMMITTEE APPROVAL IS NOT LIMITED TO MAJOR ALTERATIONS SUCH AS ADDING A DECK OR AN EXTENDED PATIO TO A HOUSE. COMMITTEE APPROVAL EXTENDS TO ALL ALTERATIONS AND MATERIALS. APPROVAL IS ALSO REQUIRED WHEN AN EXISTING ITEM IS TO BE REMOVED.**

Each application is reviewed on an individual basis. There are no "automatic approvals." For example, a homeowner who wishes to construct a patio identical to one already approved by the Committee is required to submit an application.

An ARC needs to be submitted for the following: driveways, satellite dishes, fences, patios, hardscaping, addition of pavers, addition of seating areas in the front of the house, recreation equipment and

## LOCAL MUNICIPAL OR HEALTH REGULATIONS

Certain changes or alterations may require approval by the Township of Lumberton, e.g. in the form of a building permit, or approval by the local health authority as well as the Deer Run Estates Homeowners Association Protective Covenants Committee. It is the responsibility of the individual homeowner to secure all applicable approvals for any alteration proposed, in advance of the alteration.

The following are permitted on homeowner property without the consent of the Committee. Any deviation, however, slight, must have Committee approval:

### Front Beds:

- Flowers (bulbs, annuals, etc.)
- These should be planted 4" from the grass line for edging purposes
- Shrubs replaced on a one for one basis
- Street tree ring mulch bed limit 3' – 4' diameter maximum

### Back Yards:

- Small vegetable gardens (max. 150 sq. ft.)
- Shrubs below fence level
- Flowers (bulbs, annuals, etc.)
- Planting of sod

### Front Stoop:

- Ground planters
- Hanging planters that are properly maintained and are of a reasonable number
- Chair(s) /bench within proportion to porch space

ANY LANDSCAPING, ETC. THAT HAS NOT BEEN ADDRESSED IN THESE GUIDELINES MUST BE APPROVED IN WRITING.

## MAINTENANCE

Property ownership includes the responsibility for maintenance of all structures and ground, which are part of the property, unless otherwise stated in the Declaration. This includes, but is not limited to items such as rear yard maintenance, fencing, exterior painting, and structural maintenance. Maintenance affects the visual character and economic values of the property and neighborhood, and in some cases, safety. The Board of Directors will have the power to intervene and consequently the homeowner would be assessed accordingly.

## DECK

Decks are permitted in the rear of the home, and qwan ARC needs to be submitted and approved first before the deck is installed. The deck needs to conform to the decks in the community with an Architectural Approval. Acceptable deck sizes are 8' x 10' or 10' x 15'. Each homeowner is responsible to keep their deck in proper repair and stain in a clear or transparent stain. The approved stain colors are Behr transparent golden honey, transparent natural sequoia, transparent antique oak, transparent cordovan brown and transparent chocolate.

If a homeowner has both a fence and deck they both need to be stained the same color.

## AWNINGS

Awnings are permitted in the rear of the home above the glass sliding door. An ARC needs to be submitted and approved first before an awning is installed. All awnings need to be the same color as the siding. Each homeowner is responsible to keep the awning in proper repair at all times. The awning needs to be retracted at all times unless in use.

## FENCES

The style of fence selected by the builder is wood board on board. The original specifications are shown on the site plan as outlined: See site map on last page of manual.

Each homeowner is responsible to keep these fences in proper repair and kept in clear or transparent stain. The approved stain colors are Behr transparent golden honey, transparent natural sequoia, transparent antique oak, transparent cordovan brown and transparent chocolate.

If a homeowner has both a fence and deck they both need to be stained the same color.

In the case of damage to the fence by one party, the party shall be responsible to have the fence repaired.

## PATIOS

- Must be maintained
- All alterations/additions must be approved
- Must be free from weeds

## EXTERIOR MAINTENANCE THE HOMEOWNERS IS RESPONSIBLE FOR INCLUDES:

- Exterior paint-color (F & H way farer gray, F & H west town red, MAB Montgomery green, F & H dark quest (blue color), MAB streamwood (blue green color) and Shermin Williams polo blue. See last page of this book for house numbers and the correct color
- Vinyl siding on house
- Dryer Vent cleaning (every 2 years) & Chimney cleaning [if you have a fireplace (every 2 years)]
- Patio (crack, chipping)
- Exterior lighting (patio light, porch light)

## THE FOLLOWING EXTERIOR OBJECTS ARE NOT PERMITTED:

- Sheep, pink flamingos, etc. (permitted in rear yard only!) unless you have written approval from the Board.
- Birdbaths (permitted in rear yard only!)
- Large Statues (Unless you have written approval from the board)
- Basketball backboards, rims, or portable basketball backboards
- Exterior antennas
- Compost piles
- Doghouses
- Pools
- "For Rent" signs are not permitted in windows or on property
- Permanent flag posts
- Signs are not permitted to be affixed to trees, outside windows, fences or grass areas. One small professional looking metal sign (standard real estate sign maximum 24" x 24") "For Sale" sign will be permitted inside in front flowerbeds only. (Due to our desire, not to impede landscape maintenance.)
- Clothes lines/poles

**Again, the above are not permitted.**

\*\* Window AC units are permitted during the months of June – September only. AC units need to be placed in a window in the rear of the house. They are to be aesthetically pleasing and in good working condition.

**EXTERIOR TRIM/CAPPING**

All exterior trim/capping must maintain the same color as originally installed by the Developer.

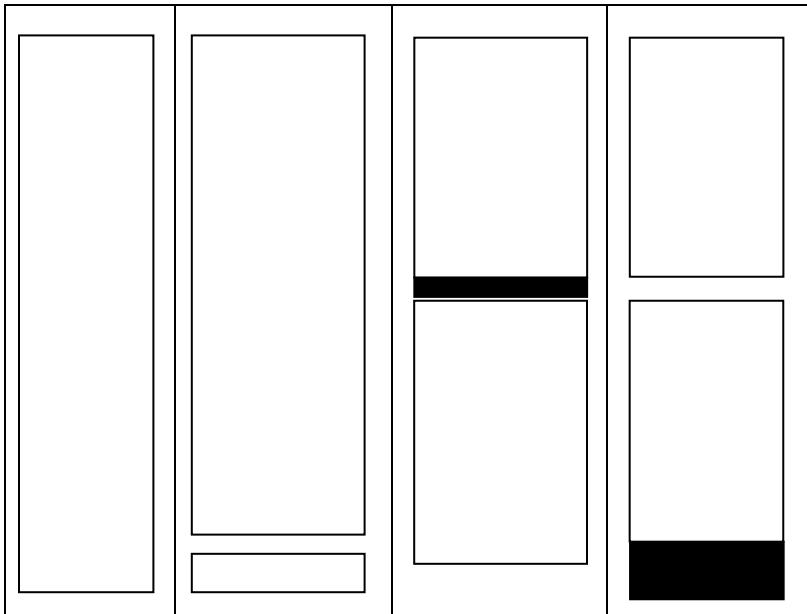
The brand of aluminum must be the same as what was originally installed by the developer on the remainder of the exterior.

**STORM AND SCREEN DOORS AND WINDOWS**

**SCREEN DOOR REQUIREMENTS**

All residents of Deer Run Estates Homeowners who wish to install a screen door must submit and ARC and the ARC must be approved before the screen door can be installed. The homeowner must select a door that is similar to the style and type shown below, provided the door is white. No other colors or styles are permitted

**CHOOSE FROM THESE DOORS ONLY**



**Full View Williamsburg Full View/Strip Full View/Panel**

Any other type of door must be applied for to the Board for a variance by an exterior change form. Imitation gate hinges and ornamental decorations are not permitted. Frosted or colored glass is not permitted.

Windows - Storm windows may only be added to the interior tracks provided on the windows as installed. Replaced with same style & color. Any heat film or tinting must be approved by the ARC.

**RECREATION EQUIPMENT**

Recreation equipment and facilities are an integral part of the Associations at Deer Run Estates Homeowners and have been provided throughout the community.

Homeowners who wish to add recreational/play equipment to their property must submit an ARC for approval.

## BACK YARD BARBECUES AND PORTABLE FIRE PITS

Barbecues and portable fire pits must be a commercially manufactured unit.

Barbecues and portable fire pits must be located within the rear yard property and utilized no closer than seven (7) feet from a structure on a concrete, brick, or block surface or pad.

Homeowners who wish to have a fire pit on their property must submit an ARC for approval.

## EXTERIOR LIGHTING

Lighting which is a part of the original structure must not be altered without Architectural Application filed and committee approval.

No exterior lighting shall be directed outside the owner's property. Please be considerate of your neighbors. Light fixtures, which are proposed in place of original fixtures, should be compatible in style and scale with the applicant's house.

## EXTERIOR PAINTING

Repainting of a specific object to match its original color need not be submitted for approval; however, each homeowner is required to obtain exterior color changes from the Deer Run Estates Homeowners Association and must use a color from those charts. Color changes apply not only to the house siding, but also the doors, shutters, trim, roofing, fencing or other appurtenant structures. Change of exterior colors must be submitted for approval.

## FIREWOOD

Firewood in the backyard shall be neatly stacked. The height should not exceed 3 feet and length should not exceed ten feet. Firewood piles shall be kept at least 1 to 2 feet away from the building, but not on common ground.

The wood be placed in a metal, decorative ring and kept up off the ground.

## GARBAGE/TRASH CANS

All trash and garbage must be placed in proper containers with secure lids or heavy-duty plastic bags, and properly tied. Brown paper bags, boxes, small plastic bags are not permitted! Violations will be issued for non-compliance and repeat offenses **may be fined \$25.00 per occurrence.**

The outside storage of containers is restricted to the rear of your lot and must be kept out of public view. Two trashcans with a lid, may be kept in the garage of your unit or in the rear of your lot provided the location is out of public view. Trashcans in front of your townhome are not permitted. No metal cans are permitted and that the maximum size of the regular trash can is currently 95 gallons. Your trash can must be marked with your address and your trash can lid must also be marked with your address as well. Bags and boxes of trash are not permitted at the curbside for regular trash pick up. Only Recycling buckets and containers from Lumberton Township Recycling Coordinator are the approved containers for use and must be used to dispose of glass, plastic and cans. For your convenience, we have included the Burlington County Program information and contact information below for the Lumberton Township Recycling Coordinator.

Trashcans cannot be left on the street after trash pick-up and must be removed during the day of collection. The Association will be enforcing this restriction and violations will be issued for non-compliance and repeat offenders **may be fined \$25.00 per occurrence.**

Trash and recycling cans should not be put out for collection before 6:00 pm on the evening prior to collection day and

brought in by 11:00 pm on collection day. The Association will also be enforcing this restriction and violations will be issued for non-compliance and repeat offenders **may be fined \$25.00 per occurrence.**

### RECYCLING CONTAINERS

**Each homeowner should be using the Burlington County Recycling Program approved Lumberton Township recycling pails and buckets. Deer Run's regular recycling collection pick up day is every other Monday. If you do not have an approved container, please call the Lumberton Township Recycling Coordinator, Mr. Daniel Van Pelt at 609-267-3217 ext 3113, or email him at [recycling@lumbertontwp.com](mailto:recycling@lumbertontwp.com) to purchase an approved container for your use.**

### TREE REMOVAL

No removal of any tree, whether dead or alive, will be permitted without committee approval.

### WINDOW COVERINGS

Any commercial product manufactured for the intended use of an interior window covering is acceptable; interior blinds, drapes, etc. The use of blankets or sheets is not permitted.

### VEHICLE REPAIRS

Only a quick emergency repair is permitted. No cars on blocks for more than 24 hours will be permitted.

### VEHICLE PARKING

Designated parking has been in effect as of March 24, 2006. Each Lot Owner has a driveway and garage they own which equals approximately three parking spaces per unit. Vehicles cannot be parked in the designated space of another resident. Vehicles parked in the designated space of another resident without prior approval will be towed without notice. There is limited overflow parking in the community located in the two community parking areas. Any person with more than two vehicles may park the additional vehicle(s) in overflow lot areas by special permit only.

1. Automobiles may be parked only in areas provided for that purpose. No parking area or common elements shall be used for the parking, storage or repair of:
  - (1) Boats and/or trailers;
  - (2) House trailers;
  - (3) Campers;
  - (4) Pick-up trucks over 1 1/2 tons;
  - (5) Commercial vehicles: (Buses, cube vans, dump trucks – no vehicles over 1 ton.)
  - (6) Any vehicle that cannot fit within the boundary lines of a single parking space.

**FINE \$50.00**  
**Plus Towing Costs**

2. Motorcycles, motorbikes, minibikes, mopeds, or any other terrain vehicles shall not be parked or stored on sidewalks, back yards, or front lawn/stoop.

**FINE \$50.00**  
**Plus Towing Costs**

3. Automobile parking is permitted only in the white lined areas. No diagonal parking. No unit owner, tenant or guests shall park in front of the mailboxes, alongside curbs or behind another vehicle as to impede free passage.

No one shall park in the spaces marked "Handicapped" unless so indicated on the license plate of the vehicle or registered with the Association.

**FINE \$50.00**  
**Plus Towing Costs**

4. Each Unit owner shall register all motor vehicles with the Association within ten (10) days of occupancy. It is the responsibility of the Unit owner to register his tenant's motor vehicle by filling out the white registration card attached.

**FINE \$25.00**

5. No Unit owner, tenant or visitor shall park or store any motor vehicle on the Common areas for more than fourteen (14) consecutive days in any one space (See NJ State Vehicle Codes 39:4-56.5 & 6 - Abandonment of motor vehicle on private property; removal by owner of property; costs).

**FINE \$50.00**  
**Plus Towing Costs**

6. Any vehicle without current registration, license plates, or valid inspection sticker not removed within a 48-hour period, will be towed away at the owner's expense.

**FINE \$50.00**  
**Plus Towing Costs**

There are limited visitor parking spaces provided within the community.

### LANDSCAPING

#### OWNER REPLACEMENT OF SHRUBS - (Front Planting Beds)

Owners who wish to replace a shrub originally planted by the Developer may do so on a one to one basis and at their own cost and responsibility. Additional shrubs cannot be added to the planting beds. EXAMPLE: If you have three (3) shrubs now you can replace any one of the three but you cannot end up with more than three.

### SNOW REMOVAL SERVICE SPECIFICATIONS

These are the responsibilities of the Snow removal contractors for Deer Run Estates Homeowner's Association:

#### SERVICES

- A) The Association is responsible for the streets. The Association is also responsible to provide snow removal and clearing for the common area sidewalks. It is the Association's snow contractor that is responsible to provide this service for the Association while following the specifications below:
- a) Snow removal will commence automatically at 2" (two inches) of snow accumulation. Management will communicate with snow removal contractor should they wish this to be held until the end of the snow accumulation.
  - b) Equipment may be moved on site and held on stand-by should the predictions of snow accumulation warrant a quick response by the contractor. The Manager will be notified of the equipment that is to be moved on site.
  - c) All walkways including sidewalks along homeowner's units and common areas, fire hydrants, and mailboxes will have special attention paid to cleaning. The contractor is responsible to stake out the community prior to protect all improvements from careless damage due to snow removal efforts.
  - d) Reasonable effort will be made to load snow on the low side of the site to prevent melt off from re-

freezing on any cleared sidewalk or driveway.

- e) **Snow removal contractor will make a reasonable effort to open all streets, entrances, walkways and sidewalks and parking areas by 7 a.m., to provide homeowners the ability to leave the site for work or business. Should this task not be attainable due to the volume of snow, the Property Manager must be informed by the contractor.**
- f) The depth of snow shall be consistent with the reporting of the US Weather Service for billing purposes. Depths will be determined from areas near the snow site

A) Snow Removal of Sidewalks

- a) Storms over 2” (two inches) will be removed upon completion of the snowstorm. Contractor notification does not have to be given to homeowners; however, communication must be with the Property Manager. Unless specified by the Property Manager, snow accumulation of under 2” inches shall not commence. In the proper way, to remove snow from sideway and walkways, snow blowers, shoveling and blades may be utilized.
- b) Attention should be paid to emergency exits and handicapped ramps.
- c) All snow should be placed adjacent to sidewalks.
- d) Reasonable effort should be made to open all sidewalks by 7 am to provide for homeowner accessibility to their homes and parking areas. The Property Manager should be notified during the snow removal process for an update if this is not attainable due to snow accumulation.
- e) Homeowners are responsible to remove the snow from their own driveways, and patios. **This service is not provided by the Association.**

A) Sand and Salt Application to Streets and Parking Lots by the Contractor

- a) At completion of the snow removal operation, the contractor will apply sand/salt mixture to aid in the deicing and traction aid. Should the Board approve and direct the Property Manager so designate, a salt mixture shall be applied to the streets prior to snowfall in an effort to insure fast melt down and less plowing.
- b) Sand will be free from contaminants and a percentage of salt shall be added. The amount of salt may be determined by the Contractor to conform to the conditions of the site.
- c) The removal of the sand debris at completion of the storm shall remain the responsibility of the Association.
- d) The sand salt mixture shall only be applied by a conventional spreader.

A) Application of CMA to Sidewalks by Association’s Contractor.

- a) At the completion of the shoveling operation, CMA shall be applied to the sidewalks. Should the Property Manager determine and authorize, CMA may be applied to sidewalks at the onset of the storm.
- b) CMA shall be applied only by a cyclone spreader or hand box shakers.

A) GENERAL INSTRUCTIONS

- a) The Contractor shall use its reasonable efforts to remove snow substances, such as sand, calcium chloride or other substances in the Contractor’s judgment, to make streets and sidewalks, safe and passable.
- b) Should the Contractor find the necessity employ any subcontractor removal personnel, equipment or trucks due to the severity of the storm, the Contractor will provide the insurance certificate of the subcontractor immediately upon hiring said contractor. Failure to do so will be considered as a breach of contract by the snow contractor.
- c) The Contractor shall provide the Property Manager upon signature of the said contractor’s agreement; the Contractor will provide the Association with a copy of their insurance certificate naming the



Association and the Management Company as an additional insured. A Certificate of Insurance including workman's comp coverage as well as 1,000,000 liability coverage.

**Deer Run Estates Homeowners Association Rules and Regulations**

- (a) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other residents or which interferes with the peaceful possession and proper use of the Property by its residents.
- (b) No structure of a temporary character, trailer, tent, boat, boat trailer, camper, shack, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. A storage building is permitted on each Lot, provided it is architecturally compatible to the design of the structure on the Lot, is located immediately adjoining the rear of the structure and the approval of the Architectural Review Committee is obtained.
- (c) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
- (d) No Lot shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber, metal, scrap, garbage, or other waste, and such material shall not be kept except in sanitary containers which shall be kept in a clean and sanitary condition. Such containers shall not be placed outside the dwelling at its front or sides except on collection days and in accordance with the regulations of the collecting agency and such containers shall be replaced promptly after garbage, trash, and rubbish are removed.
- (e) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plan. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, repair and replacement of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. Restrictive covenants are also established for pedestrian easements as defined in this Declaration and for a Road Easement, as defined in this Declaration.
- (f) No Owner shall change, from the condition at time of purchase from the Declarant, the exterior or color of the Home for the period of this Declaration of Covenants, Conditions, and Restrictions without the prior written consent of the Board of Trustees of the Association or its Architectural Review Committee. The purpose of this restriction is to ensure that all property within the area described by this restriction shall be compatible and aesthetically appealing. No exterior changes or modifications shall be made to any lot or home without the expressed, written approval of the Board. Approval for the installation of a satellite dish is also required by the Board of Directors. Contact management for the appropriate regulations and applications.
- (g) No animals, livestock, or poultry of any kind shall be raised, kept or bred on any Lot except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- (h) No drying or airing of any clothing or bedding shall be permitted outdoors and clothes hanging devices such as lines, reels, poles, frames, and the like shall not be erected thereon.
- (i) No radio, television or other tower pole or antenna or similar structure shall be erected on any part of the Lot covered hereby.
- (j) No Home or Lot, except those owned by Declarant, and used by the Declarant for sales, administration, construction, maintenance or similar purposes, shall be used for any purpose other than as a private residence.

- (k) No Home shall be rented by the Owner thereof (except by the Declarant or an Institutional Lender in possession of such Home following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient purposes, which shall be defined as a rental for any period less than 180 days; provided, however, that any Owner including Declarant, may rent a Home for a period of less than 180 days to a contract purchaser, but in no event for transient or motel purposes. Copies of all leases must be furnished to the Association prior to the commencement of the term thereof. Other than the foregoing obligations, the Owner shall have the right to lease same provided that said lease is in writing pursuant to a standard lease rider furnished by the Association and is made subject to all provisions of the

Declaration, including, but not limited to, the By-Laws of the Association and the other documents referred to herein, including the right of amendment reserved to Declarant therein and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease. No leasing shall, however, relieve an Owner from his obligations hereunder and he shall remain primarily responsible therefore. In the event that the Owner fails to fulfill the foregoing obligation, then the Board of Trustees shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Home involved, and collection thereof may be enforced by the Board of Trustees in the same manner as the Board is entitled to enforce collection of Assessments.

- (l) While the Declarant maintains a majority of the Board of Directors, it shall make no additions, alterations, improvements or purchases not contemplated in this Offering which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, or mortgage lender in the event of an emergency.
- (m) The Declarant shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interest for the purpose of amending the master deed, by-laws or any other documents for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities.
- (n) Nothing herein shall be construed to prohibit the reasonable adaptation of any other unit for handicapped use.
- (o) No advertising signs of any kind shall be displayed to the public view on any Lot including, but not limited to, a real estate "for sale" sign, a real estate "for rent" sign or any other type of advertising signs, other than those signs used by the Declarant, while Declarant owns any Lots within the Property.
- (p) Holiday decorations may be put up thirty (30) days before the holidays, but must be removed within thirty (30) days after the holiday.

The Association shall have the right to adopt and promulgate reasonable rules and regulations governing the use of the Common Areas.

## SATELLITE DISHES

### **Background:**

The FCC has passed a new regulation concerning the installation of Satellite Dishes. The association has the authority to specify certain requirements for the installation, such as size, color and location. The new rule has been subject to a legal review and it does comply with the full extent and intent of the FCC, State and local regulations. The purpose of the new rule is to ensure that our high standards for buildings' appearance are maintained. The installation must be professional in quality and appearance and must not create a clutter in front of our buildings.

Do not install a Satellite Dish without first obtaining written approval from the Association.

The owner requesting the installation must sign the attached application and assume all responsibility for any damages to the building. If the satellite dish is ever removed, the owner must restore the building to its original condition.

Remember that applying for approval after the installation has been made may result in fines and possibly require the owner to remove the Satellite Dish if it does not meet the Association requirements.

The owner installing the Satellite Dish must be in compliance with all Lumberton Township and State of New Jersey ordinances.

### **Procedures for Satellite Dish Installation**

1. An Architectural Review and Approval Application must be submitted and approved by the Association prior to the installation of a Satellite Dish. Satellite dishes may not be installed on the roofs without prior ARC approval and the Homeowner will have to sign an agreement providing indemnity against leaks to the roof. Attached to the application submitted to the Association must be:

A description of the proposed location for installation of the dish, including a detailed drawing-illustrating placement of antenna wiring.

A copy of the contractor's proof of insurance.

### **Placement**

- The satellite dish must be installed so that it will not create a safety hazard.
- The satellite dish may not be larger than 1 meter (39.37 inches) and if possible, must be a color that closely matches the area of installation.
- There can be no more than two (2) satellite dishes per unit.
- Satellite dishes should be installed on the flashing on the side of the garage.
- If only a rooftop installation is available, satellite dishes may be tagged/strapped/affixed to existing roof structures provided it does not create a safety hazard. No holes may be made in the roof or shingles.
- Wiring should be placed in PVC conduits when it is exposed to view and the conduit should be a neutral color. Wiring into the building must be made in a professional manner similar to the installation of the

original cable TV wiring. Where possible, the original cable TV wiring should be used for entry into the building. Running the wiring through a window, door or across/down a roof so it is exposed to view will not be allowed. Discarded cable TV wiring must be removed.

- Upon completion of the installation, the owner will notify the Association and schedule an inspection. Proof of the appropriate permits received by the Township should also be submitted. Any variances from this document found upon inspection must be corrected within 10 working days.
- In the event a particular type of installation is requested and is not covered in this document, such request must be included on the Request Form. All special requests like any other request must first be approved by the Association prior to installation.

### **Additional Duties & Responsibilities**

- The Association is not responsible for any damage to or theft of the Satellite Dish.
- The owner is responsible for any damages caused by the Satellite Dish to the building.
- Owners in the same building may choose to multiplex a common Satellite Dish. All requirements for installation as stated in this document will apply. The owners involved will share the expenses and responsibility. Each owner using the Satellite Dish must sign the Request form and take responsibility for the installation of the wiring and the Antenna Dish as it pertains to the individual owners' unit.

### **PROCEDURES FOR ARCHITECTURAL APPROVAL APPLICATIONS:**

1. The Application must be in written form. Applicants are encouraged to be as specific as possible, including drawings or pictures if necessary. Please utilize the attached backyard form when applying for modifications to the rear yard. Failure to include the pertinent information will delay any finding on the application, since the Committee will be forced to request further information.
2. The Committee meets once each month. Applications should be submitted at least ten days prior to the beginning of each month.
3. Any interested person may appeal an adverse decision within forty-five (45) days to the Deer Run Estates Homeowners Association Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote.

The Board of Directors of the Association may appoint a committee to periodically review the foregoing protective covenants and to regulate the external design, appearance, use, location and maintenance of the homes and of improvements thereon in a consistent manner with the Declaration of Covenants, Easements, and Restrictions and to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The Board of Directors of the Association has adopted guidelines for the committee's use, and copies of same may be obtained from the Sponsor or the Association. All changes to the exterior or to a Lot must be approved by the Committee. Any Owner desiring to make a change to his home or Lot will first submit a written application for this committee to review. The application should include detailed plans of the proposed change. The Owner may appeal an adverse decision to the Board of Directors of the Association which may reverse or modify such decision by a two-thirds (2/3) vote of the Board of Directors. If the Board of Directors of the Association does not appoint such a committee, the Board of Directors itself shall exercise all of the powers of the committee. There shall be no appeal from the Board's decision if the Board of Directors is acting as the Committee. It is also the responsibility of the Owner to obtain all necessary permits from the municipality for any changes requiring such permits.



**DEER RUN ESTATES HOMEOWNERS ASSOCIATION**  
**ARCHITECTURAL REVIEW AND APPROVAL APPLICATION FORM- (REQUEST FOR APPROVAL**  
**OF EXTERIOR IMPROVEMENT OR CHANGE)**

Homeowner: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**INSTRUCTIONS**

Proper completion of this application will expedite processing. Incomplete applications will be returned without approval; therefore, it is suggested that you review all documents before completing the application.

Application **MUST** be accompanied by the information noted in the checklist, which includes a copy of a survey for your property showing location and dimensions of all existing and proposed improvements and clearing/land disturbances to scale.

The application must be signed by homeowner in the space below and under the liabilities section on the bottom of the page titled "Improvement Application Information Checklist". Work **MUST BEGIN** within six (6) months of approval. If work is not started within six months, the approved application will be null and void. Township approval is required for all construction. Association approval is necessary before submission to Township. All outside improvements/changes require Association approval.

**DESCRIPTION OF IMPROVEMENT**

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I request approval of the Deer Run Estates Homeowners Association to undertake the above improvement to my property at the address shown above. As the Unit Owner, I/We agree to be totally responsible for the entire installation, maintenance, and upkeep (replacement, insurance, etc.) for the above addition, if approved. The plan and agreement will be made part of any agreement of sale that I/We enter into for the above-mentioned Unit.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS SPACE FOR USE BY THE OFFICE AND THE ASSOCIATION**

Date application received: \_\_\_\_\_ Date of review by Association: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEER RUN ESTATES HOMEOWNERSASSOCIATION**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Architectural Review Committee

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Board of Directors

**INDEMNIFICATION AGREEMENT**

For and in consideration one dollar, \_\_\_\_\_ as “Contractor” performing work on the property of \_\_\_\_\_ as “Owner” located at \_\_\_\_\_ in the community of Deer Run Club Estates as a “Community” managed by the Deer Run Estates Homeowners Association as “Association”, Contractor does hereby indemnify Owner, Community, and Association and saves them harmless from and against any and all liability for damages, costs, losses, charges and expenses, including reasonable attorney’s fees and costs, of whatever kind or nature which Owner, Community or Association shall or may incur by reason of claims brought against them by any employee of contractor or subcontractor arising out of the aforementioned work.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness

**Return to:** Associa Mid Atlantic  
14000 Horizon Way  
Suite 200  
Mt. Laurel, NJ 08054

**DEER RUN ESTATES HOMEOWNERS ASSOCIATION  
IMPROVEMENT APPLICATION INFORMATION CHECKLIST**

1. A copy of the survey for your property showing, to scale, the size and location of any improvements (i.e.: deck, patio, landscaping including trees & shrubbery, fence, etc.) and their elevation related to your home and surrounding area.
  2. Details showing type, style, materials, location, fence height, etc. Please submit pictures, if possible.
  3. You must comply with all applicable laws, permits, ordinances, restrictions and covenants and any additional information required by the Township for the installation of any improvement.
  4. As part of the approval, the contractor must submit an insurance certificate of liability **BEFORE** work is started
- 

**LIABILITIES**

Association approval of an improvement project is valid to the extent that such project complies with covenants and restrictions and architectural guidelines. It does not relieve the homeowners of the responsibility of maintaining the original natural character and drainage pattern for the property.

Before undertaking improvement projects, the homeowner and/or his contractor should ascertain that the improvements will not interfere with the natural character and/or proper drainage of the property and existing drainage due to changes listed in the homeowner's application and will be the responsibility of the homeowner to correct. The homeowner assumes all responsibility for any adverse effect on the natural character and drainage caused by the improvements and will not hold the Deer Run Estates Homeowners Association, the Board of Directors, or the Architectural Review Committee responsible. Association approval of home improvements shall not relieve the homeowner of all liabilities.

Agreed to by: \_\_\_\_\_ Date: \_\_\_\_\_  
Homeowner's Signature

The purpose of the Deer Run Estates Homeowners Association is to regulate the external design, appearance, and maintenance of the properties and of improvements thereto in such a manner as to preserve and enhance property values and to maintain a harmonious relationship among structures and natural surroundings.



## PET POLICY

### **REGULATION FOR PET CONTROL:**

Pets must be leashed and accompanied by their owners, at all times. Staking of pets is permitted in the backyard if there is no fence. All leashed pets must be under control of the Owners at all times. This is a State Law!

**ALL DEFECACTION FROM PETS MUST BE COLLECTED FROM COMMON AREAS, ALONG WOODED AREAS, ETC., BAGGED AND DISPOSED OF IN THE OWNERS TRASH.**

Owners should have their pets defecate and urinate in their own backyards. This will assist in less damage to the grass areas throughout the common areas and permit other Owners and children to enjoy the open space as well.

**ENFORCEMENT:** Complaints regarding violation of Pet regulations must be in writing on a Pet Policy Complaint Form (see attached). Complaint forms can be obtained at the Association office and must be filed within three days of the occurrence.

**FIRST COMPLAINT:** Occurrence - Penalty - A letter from the Association office stating the nature of the complaint and requiring corrective measures immediately. This will be sent certified and regular mail.

**SECOND COMPLAINT:** Occurrence - Penalty- If a second complaint is received in writing, a second letter will be sent to the Homeowner informing him/her of a meeting date with the Covenants Committee which he/she is required to attend to have the opportunity to argue his/her case. If the homeowner does not show for the Covenants hearing, he/she has given up their right of Due Process and the Committee will make a decision on the violation. An automatic fine of **\$25.00** will be imposed.

**THIRD COMPLAINT:** Occurrence - Penalty - (If within 6 months of the first occurrence). Member would be asked to appear again before the Covenants Committee to discuss responsibility of pets and the Possibility of a **\$100.00** fine. This fine, if levied, is payable within 30 days from the date of the issued fine. (Note: Failure to appear at the Committee hearing will result in an automatic fine of **\$100.00**)

**FOURTH AND SUBSEQUENT COMPLAINT:** Occurrence(s) (If within 12 months of the first occurrence.) Penalty - **\$200.00 fine**. This fine will be levied and is payable within 30 days from the date of the issued fine. If payment of fines is not received within the state policy time, a Complaint in Assumpsit (an action to recover damages for breach of contract promise) will be filed in the District Justice Court. All court costs will be the Owners responsibility.

**MEMBERS RIGHT TO APPEAL:** Member has the right to appeal a formal complaint or levied fine from the Association. The appeal must be in writing, addressed to the Board of Directors Grievance Committee and sent via certified mail, return receipt requested. Final adjudication is reserved for the Board of Directors. Appeals must be in writing and within 30 days from the date of the letter.

**PET POLICY COMPLAINT FORM**

**NAME OF PET OWNER:** \_\_\_\_\_

**ADDRESS OF PET OWNER:** \_\_\_\_\_

\_\_\_\_\_

**DATE, TIME AND PLACE OF OCCURRENCE:**

**NATURE OF COMPLAINT:**

**WITNESSES (if any):**

**WITNESSES ADDRESSES:**

**SIGNATURE OF COMPLAINT:** \_\_\_\_\_

**ADDRESS OF COMPLAINANT:** \_\_\_\_\_

\_\_\_\_\_

**DATE:** \_\_\_\_\_

## **RENTAL & LEASING POLICIES**

All lease agreements between an Owner and a tenant must be in writing and must provide that the lease is subject to the Declaration and the Association Bylaws, rules and regulations.

- A. No Unit shall be leased by the owners thereof for a period of less than 180 days nor shall any leased Unit be utilized for transient or hotel purposes.
- B. Any Owner who leases his home shall provide a copy of the lease to the Association c/o the management company, prior to the commencement of the term thereof.
- C. Other than the foregoing obligations, the Unit owner shall have the right to lease said Unit provided that the lease is in writing and made subject to all provisions of this Declaration of Covenants, Conditions and Restrictions, the By-Laws of the Association and other documents referred to herein, and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease.
- D. In the event a tenant of the Unit fails to comply with the provisions of the Declaration of Covenants, Conditions and Restrictions, the By-Laws of the Association or its rules and regulations, then, in addition to all the remedies which it may have, the Association shall notify the Unit owner of such violations and demand that same be remedied through the Unit owner's efforts within thirty (30) days after such notice.

If such notice is not remedied within said (30) day period, then the Unit owner shall immediately thereafter, at its 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.

- E. By acceptance of a deed to any Unit, each and every Unit owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this Section 9. In the event that the Unit owner fails to fulfill the obligations contained in the foregoing sub-paragraph, then 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.
- F. The foregoing costs and expenses shall deem to constitute a lien on the particular Unit involved and collection thereof may be enforced by the Association pursuant to Article 5, Section 8(c) (ii) of the Declaration.

The lease must also give the tenant the right to pay any assessment not paid by the Owner and, provided that the assessment does not exceed the rent paid by the tenant, and the tenant can deduct this payment from his rent. All lease agreements between an Owner and a tenant shall contain the provisions set forth in Section 1 of this Article IX in an addendum. The Owner by leasing his home surrenders his right to use the Common Areas, and such right shall be automatically transferred to the tenant.

Lumberton Township has an ordinance which requires all rental properties to register their units with the township construction office. Upon registration, all units are subject to an inspection for compliance with the BOCA Property Maintenance Code. The fee for inspection is \$35 and \$25 for any re-inspection. The property is then subject to inspection at a change in tenancy before occupancy can take place. A Certificate of Occupancy will be issued upon compliance. The registration shall be renewed every two years from the date of the initial registration to verify any change in occupancy. Registration forms are available for you on this website or from the construction office.

**RENTAL SIGNS ARE STRICTLY PROHIBITED ANYWHERE IN THE COMMUNITY**

## INSURANCE

### INSURANCE PROVIDED BY THE ASSOCIATION

In accordance with your By-Laws your association has purchased the following insurance coverage.

- A) Liability Insurance is provided to cover all common areas owned by the association. Liability coverage does not extend to cover against physical damage to your townhouse structure.

### INSURANCE TO BE PROVIDED BY UNIT OWNERS

Each unit owner is **required** to obtain broad form insurance against loss by fire and including all risk extended coverage for the improvements constructed upon the Lot, including but not limited to the entire dwelling including fire walls, deck and the roof. The policy shall insure the full replacement cost, without deduction for depreciation of the dwelling and any other improvements located on the Lot (exclusive of foundations and footings), and shall designate the Homeowners Association an additional insured for the benefit of any other Lot Owners who may be affected by any loss under the policy and for the purposes of reconstructing those improvements. The Lot Owner must obtain an insurance certificate from its insurance company or its agent each year at the time of policy renewal and provide a copy of the certificate to the Association within ten (10) days of receipt thereof. Each such policy must provide that it is cancelable only upon thirty (30) days prior written notice to the Homeowners Association. It is recommended that a unit owner purchase a homeowner's policy to cover contents including clothing, furniture, etc. and also provide liability protection within the unit and lot. Most policies have limitations on jewelry, furs, silverware, etc. These can be insured specifically and should be discussed with your agent.

This information is only a guide and is provided to assist you in purchasing insurance to properly reflect the coverage needed to complement that provided by your association and to eliminate duplication or gaps in coverage that might otherwise result. We suggest that you use this information when consulting with your agent to develop a program that will best respond to your individual insurance needs.

## **GENERAL TOWNSHIP INFORMATION**

### **TOWNSHIP OFFICES**

Offices are open weekdays from 8:30 A.M. to 4:30 P.M. The Township Committee meets in the Municipal Building at 7:30 P.M. on the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of the month. Call the Township office for meeting dates for the months of July and August.

### **TOWNSHIP CLERK'S OFFICE**

The Township Clerk's office is located in at 35 Municipal Drive and is open weekdays from 8:30 A.M. to 4:30 P.M. Voter Registration is handled in this office. These will be available through the Association as well.

Additionally, dog licenses for dogs seven months or older are obtained in this office. All dogs must be licensed during the month of January. A late fee of \$3.00 will be assessed for licenses issued after January 31st of each year.

### **BOARD OF EDUCATION**

The Lumberton Board of Education is located in the Ashbrook School and is open for school registration and transfers.

### **TAX COLLECTOR'S AND TAX ASSESSOR'S OFFICE**

The Tax Collector's and Tax Assessor's office are both located in the Municipal Building and are open weekdays from 8:30 A.M. to 4:30 P.M.

Applications for Veteran's Exemptions and Senior Citizen's Exemptions are available from the Tax Collector's office. Questions regarding assessment of land, tax appeals, farmland applications, and verification of ownership are handled by the Tax Assessor's office.

## OTHER IMPORTANT NUMBERS

1. Management **24 HOUR EMERGENCY** 856-727-0365
2. Post Office 609-267-8675
3. Board of Education 609-267-7709 or 609-267-1406

## TRASH AUTOMATED COLLECTION

Automated Collection involves the use of a truck with an automated, mechanical arm to lift a specially-designed container from the curbside, dump its contents into the truck, and return the cart to the curbside. The system requires only 1 person to operate, as the driver controls everything from the cab. In contrast, the traditional collection system used by the Township required 2 laborers and a driver to collect the trash. Automated Collection, results in a much more efficient, less labor intensive, and safer procedure for collection of trash. Automated Collection was one system implemented in order to save taxpayers money.

### Cart, Care and Usage

The Automated Collection System requires the use of a specially designed container. **Regular garbage cans cannot be used with the new system.**

The Automated Collection System container sizes are: 95 gallons, 65 gallons, and 35 gallons. The township has recently distributed the 95-gallon containers to all households in Lumberton. For those residents who feel that the 95-gallon container is too large for their needs, they may exchange their containers for one of the smaller ones. If the 95-gallon container is not large enough for your needs, you may purchase 1 additional 95-gallon container from the township for \$80.00. Prices for additional 65-gallon containers are \$60.00 and for an additional 35-gallon container the price is \$40.00.

**Only 1 additional container will be sold to each resident. The Public Works Dept. will not pick up anymore than 2 containers per household.**

### What *Can* I Put in The New Container?

Your container is for the disposal of regular household garbage. To help prevent odors and insect problems, the DPW suggests that you place your trash in plastic bags. **This is only a suggestion and not a requirement.**

### What *Can't* I Put in The New Container?

The following items should not be put into the new container:

Batteries	Leaves
Brush	Metal
Concrete	Motor Oil
Dead Animals	Paints
Flammable Liquids	Pool Chemicals
Florescent Light Bulbs	Recyclables
Grass	Solvents
Hazardous Materials	Tires
Hot Ashes	Wood

## **Moving the Container**

Before moving the container, make sure the lid is closed. From the rear of the container, grasp the lid hinge handle bar and place your foot in the notch provided at the bottom of the container. Tilt the container toward you and push or pull the container to roll it. Care should be exercised when moving the container on slopes and inclines. Your container should be at curbside by **6:30 AM** of the morning of your weekly waste collection day. The container may be placed at the curb no earlier than 6:00 PM of the night before. Please remove your container from the curb by 8:00 PM of your collection day.

## **Placing the Container for Collection**

Set your container at the curb or on the edge of the street. The automated truck will return your container to the same place. Please do not place your container in front of or directly adjacent to mailboxes, poles and signs. Please also do not place your container behind parked cars or park in front of your neighbor's container. This helps the driver pickup the container faster, safely and saves time and money.

## **Container Collection**

The automated truck operator will only pickup the container. They will not pickup any item placed along side of the container nor will they pickup overloaded containers where the garbage may fall on the ground during the automated arm operation.

## **Container Maintenance & Upkeep**

Never put food waste directly into your container without bagging it first! It is recommended that you keep the lid on your container closed to deter insects and animals. Please do not overload the container so the lid can not be closed. In order to reduce insects and odor, we recommend that you periodically wash the container out with soap and water. Try to store your container in a cool place away from direct sunlight and other sources of heat. If your container needs to be repaired or replaced, please call the Dept. of Public Works at 267-3217, and we will make the necessary arrangements for the repair of the container.

## **Holidays**

When a holiday occurs during the week that Township employees have off, all subsequent collection days are pushed back one day. For example, if a holiday falls on a Tuesday, regularly scheduled collection for Tuesday would be done on Wednesday, Wednesday's regularly scheduled collection will be done on Thursday and so forth.

**Any questions about household trash collection items please call the public works department 267-3217**

## **Brush**

Brush is chipped by the Township and available to residents for their gardens. *Brush is considered to be branches between 2 inches and 10 inches in diameter.* Anything smaller than 2 inches must be tied in bundles and placed at the curb. Brush shall be stacked near the edge of the roadway with the cut ends all facing in one direction. *Brush resulting from lot clearing for any purpose or that is generated by a contractor hired by the owner shall be the responsibility of the property owner.*

## **Wood & Metal**

WOOD AND METAL ITEMS are recycled by the Township at a much lower cost than depositing them in the County landfill. Wood & Metal items are to be separated from each other and tied into bundles or packaged to prevent spilling when being handled by Township employees also wood pallets should be cut in half. Wood and metal items that have other materials attached to them such as fabric, plastic, rubber, etc., cannot be recycled and should be put out with your bulk trash. The following list provides typical items that can be recycled:

WOOD ITEM LIST	METAL ITEM LIST
Lumber	Gas Grills
Doors	Bicycles
Furniture	Aluminum Siding
Particle Board	Small Appliances
Cabinets	Tools & Equipment
Ladders	Lawn Mowers
Bed Head Boards	Bed Frames
Plywood	Shelving
	Pots & Pans

**White Goods**

White Goods are defined as major appliances. Residents must purchase White Goods Collection Stickers from the Municipal Building. It has become necessary to charge extra for disposal of these items to defray increased costs to the Township imposed by the County for disposal. The current price is \$10.00 per sticker. It is required that the resident remove the doors from refrigerators and freezers prior to collection. The Township will collect properly stickered items on your bulk collection week.

**Grass**

The Township encourages all residents to utilize mulching mowers to cut their grass and leave it in place.

**Leaves**

Leaves shall be place in paper or plastic bags and shall not be placed loose or in piles, except during the months of November & December. During these 2 months only, residents are permitted to place loose leaves curbside for collection by the Township in accordance with the [Leaf Collection Schedule](#) published each fall. Leaves that are bagged shall be collected on the regularly scheduled weekly collection day. Leaves or brush shall not be burned.

**ANY QUESTIONS ABOUT WEEKLY COLLECTION ITEMS PLEASE CALL THE DEPT. OF PUBLIC WORKS at 267-3217**



Bulk collection is material that cannot be deposited in the Automated Container due to their size and are not addressed anywhere else. This material should be securely and properly tied into bundles or packaged to prevent spilling while being handled by the Township employees. The bundles or packages shall be of a size and weight to permit ease of handling by 1 person and shall not exceed 50 pounds in weight. Bulk collection will be scheduled on a monthly basis.

**Lumberton Township Bulk Trash Pick-Up**  
(Put Material Out on Your Regular Collection Day)

**\*\*\* July 4th, No Bulk Trash will be Picked Up.**

**Bulk items include but are not limited to the following:**

Carpeting	Linoleum
Glass	Plastic Fencing
Leaves	Landscape Timbers
Pipes	Mattresses
Pressure Treated Lumber	Plastic Furniture
Propane Tanks	Plastic Toys
Tires	Small Appliances
Televisions	Small Equipment
Tree Clippings	Windows
	Hedge Clippings

**Special Bulk Item Preparation**

Tanks for propane and other compressed gases will be collected. Residents must purchase Tank Collection stickers from the Municipal Building. It has become necessary to charge extra for disposal of tanks to defray increased costs to the Township imposed by the County for disposal. The current price is \$12.00 per sticker. One sticker is required for each tank. The Township will collect properly stickered items on your regularly scheduled bulk collection day.

Tires less than 48 inches tall and 12 inches wide will be collected. Residents must purchase Tire Collection stickers from the Municipal Building. It has become necessary to charge for disposal of tires to defray increased costs to the Township imposed by the County for disposal. The current price is \$5.00 per sticker. One sticker is required for each tire. The Township will collect properly stickered items on your regularly scheduled bulk collection day.

Tree twigs, hedge trimmings and similar materials smaller than 2 inches in diameter shall be cut to a length not to exceed 4 feet in length and should be securely tied in bundles not more than 2 feet thick. This will be collected on the scheduled bulk trash collection day. Material that cannot be bundled shall be placed in suitable receptacles and will also be collected on the scheduled bulk collection day.

**HOUSEHOLD HAZARDOUS WASTE**

Household Hazardous Waste will not be picked up by the Township at curbside. Residents are required to bring these items to the Public Works Facility. Household hazardous waste items generally include:

Acids	Herbicides
Antifreeze	Hydraulic Fluid
Bases	Kerosene
Batteries	Oil
Cleaners	Paint
Electric Ballasts	Pesticides
Finish Removers	Stains
Fluorescent Lights	Solvents
Gasoline	Thinners



## ITEMS NOT COLLECTED AT ALL BY THE TOWNSHIP

Asphalt pavement, branches and brush over ten (10) inches in diameter, block, brick, concrete, decks, fences, masonry, roof shingles, sheds, and oversized tires by nature of their weight and size will not be picked up or disposed of by the township. The property owner shall make arrangements with a private company for their disposal.

## PUBLIC WORKS YARD HOURS & SCHEDULE

**1st & 3rd Saturday** of every month from the hours of 7:30 to 1:30 for residents who would like to dispose of additional waste.

Lumberton Township participates in the Burlington County Recycling Program. The following should be used as a guide as to how to prepare this material for recycling.



- Newspapers, Cardboard, Glass Bottles & Jars, Aluminum & Steel Food and Beverage Cans are collected by Burlington County on a bi-weekly schedule that is mailed to each homeowner in Lumberton. Additional copies of the schedule are available at the Municipal Building. Call 267-6889 with any questions for the County about their Curbside Collection Program.
- Please have all of these recyclables curbside by 6 a.m.
- Do Not flatten aluminum or steel cans.
- Do Not Break glass bottles.
- Rinse all containers.
- Flatten all Plastic milk and water bottles being recycled. Bottles that can be recycled will have a #1 or #2 on the bottom of them.
- Do Not place paper or cardboard in or on top of the recycling container. A separate truck collects the paper and cardboard.
- Glass, Cans and #1 or #2 Plastic Bottles may be placed in a single container for collection. This is known as commingling.
- Newspapers may be placed in brown paper bags or tied with string or twine.

### **Cardboard must be placed separately and stacked together.**

Lumberton also provides a satellite collection center for recyclables located in the parking lot in front of the Public Works Department. Residents may bring their excess recyclables to this location at any time. **THIS AREA IS FOR RECYCLABLES ONLY.** Anyone caught dumping things other than recyclables will be prosecuted to the fullest extent of the law. When using this facility please ensure that the recyclables you are dropping off go in the correct areas. In addition, please flatten all cardboard boxes you are dropping off. This will ensure that the containers will be filled to their capacity and will also keep the area neat.

<http://www.lumbertontwp.com/TrashRecycle/tabid/175/Default.aspx>

RECYCLABLES	HOW TO PREPARE	YES	NO
Paper	Place in brown bag or tie with string or twine. Never put paper in plastic bags, even if it's raining. Never tie with wire or tape.	Newspapers. Magazines. Computer Paper. Brown paper bags. Clean gray-colored cardboard boxes such as tissue or cereal.	Solid or food contaminated paper. Junk mail that may include staples. Shredded paper. Envelopes. Hardback books.
Cardboard	Stacked separately from all other papers.	Clean, corrugated cardboard cartons.	Pizza boxes. Soiled cardboard. Plastic or wax coated. Food-contaminated cardboard. Foil coated beer boxes.
Glass Bottles & Jars	Rinse clean. Throw away caps & lids. Do not break glass. Do not remove labels.	Rinsed glass bottles and jars only.	Window glass. Ceramics. Mirrors. Headlights. TV tubes. Pyrex. Light bulbs. Drinking glasses. Beer bottles with attached ceramic tops.
Aluminum & Steel Food & Beverage Cans	Rinse thoroughly. Do not flatten cans.	Rinsed food & beverage cans. Cookie tins. Aluminum trays & pie pans.	Aluminum foil. Oil cans. Siding. Paint cans. Gutters.
Empty Aerosol Cans	Must be empty, if clogged, put in trash. Remove caps but leave nozzle intact.	Food aerosols. Personal care products such as hairspray, mousse, deodorant, shaving cream. Home cleaning products such as Pledge and Lysol, etc.)	Cans that are not empty. Paint aerosols. Pesticide or insecticide aerosols. Automotive aerosol products. Lubricants.
Plastic Bottles	<b>#1 and #2 Plastic Bottles ONLY.</b> <b>Throw caps away.</b> Rinse thoroughly. Flatten mild & water bottles.	It must be a bottle. The bottle must have an A on the bottom.	Do not recycle non-bottle items such as yogurt cups or microwave trays. <b>NO #3,#4,#5,#6 and #7 bottles.</b> <b>No Bottle Caps.</b> Motor oil or pesticide bottles.

## **Front door and Shutter Colors**

### **F&H 8535D Way Farer Gray (Gray color)**

1. 77,79,81,83,85,87

### **F&H West Town Red**

1. 1,3,5,7,9,11
2. 22,24,26,28,30,32
3. 25,27,29,31,33,35
4. 57,59,61,63
5. 102,104,106,108,110,112

### **MAB Montgomery Green (608-17)**

1. 2,4,6,8,10,12
2. 34,36,38,40,42,44
3. 49,51,53,55
4. 65,76,69,71,73,75
5. 82,84,86,88,90,92

### **F&H 8496A Dark Quest (Blue color)**

1. 13,15,17,19,21,23
2. 70,72,74,76,78,80
3. 101,103,105,107,109,111

### **MAB Streamwood (8329) (Bluish Green color)**

1. 89,91,93,95,97,99

### **Sherwin-Williams Superpaint Satin-gloss Enamel B Moor Polo Blue 2062-10 (Polo Blue color)**

1. 37,39,41,43,45,47