

# WELCOME TO DEERWOOD COUNTRY CLUB ESTATES

Welcome to your new home at the Deerwood Country Club Estates. The association concept of Deerwood Country Club Estates will allow you maintenance free living and the time to enjoy your beautiful home and landscaped grounds.

Date, time, and location of the Board meetings will be announced to all homeowners. All homeowners and residents are encouraged to attend these meetings. Please check your newsletter for any changes regarding meeting dates, times, and locations.

The Board may also hold work sessions on an as needed basis. Work sessions are closed sessions where the Board may review personnel issues, legal issues, and other issues of a confidential nature as permitted by law.

Enclosed are the Association Rules and Regulations as well as various policies & procedures. This manual, along with the governing documents (Declaration of Protective Covenants, Conditions & Restrictions) will enable you to familiarize yourself with the Deerwood Country Club Estates community. Please review the manual carefully and retain it for future reference; it includes the current rules and regulations of the association. The Board may update or amend the rules in the future, in which event the Association will provide you with a supplement to this booklet. If you have any questions or comments on any of the information, please don't hesitate to contact **Target Property Management (the "Management Company")** at:

733 East Route 70 – Suite 407  
Marlton, NJ 08053  
(856) 988-8000

We will send additions and revisions as they are adopted. Thank you.

# WHO IS RESPONSIBLE FOR DOING WHAT?

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

1. The Homeowner
2. The Association
3. The Management Company

It is important to understand the responsibilities of all, particularly as they apply to maintenance. The following is a summary of some of the pertinent provisions of the Declaration of Protective Covenants, Conditions and Restrictions (the "Governing Documents"). In the event of any ambiguity or conflict between this summary and the Governing Documents, the Governing Documents shall control. Homeowners are encouraged to review thoroughly the Governing Documents.

## ***1. YOUR RESPONSIBILITIES AS AN OWNER***

You are responsible for your home, its maintenance and its protection. Everything inside your door is yours, and yours to care for, including but not limited to: maintenance, repairs (including applicable replacements) and decoration of the dwelling and grounds, structural or otherwise, including, but not limited to, all windows, garage doors, exterior hardware and light fixtures, all paved surfaces (except for concrete sidewalks abutting and/or parallel to roadways), patio and second story balcony or deck, shutters, chimney, exterior trim and all exterior siding, maintenance of any ornamental landscaping or plantings installed by an owner on his lot and for any other features lawfully added to the exterior of the Lot or dwelling which were not required by the terms of the Approval or by the Township as a prerequisite to the issuance of the original Certificate of Occupancy.

## ***2. THE ASSOCIATION'S RESPONSIBILITY***

Your Association is responsible for snow removal from driveways, sidewalks, walkways from driveways to homes, steps to main entry door and main entry landings; irrigation, cutting and fertilization of the areas of grass on Lots sodded by the builder as part of original construction/development of the lot and maintenance of any other landscaping; maintenance and repair of all roofs, roof flashings, chimney covers (above the roof line), gutters, leaders, fences, soffits, concrete sidewalks abutting and/or parallel to roadways, steps and main entry landings, all paintable exterior trim and main entry doors (not responsible for replacement of any main entry doors); storm water transmission facilities. It is responsible for conduct of the Association's business in general. Finally, it is responsible for administration of the Declaration of Protective Covenants of the Association and any Rules or Regulations established by the Association.

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

### **Board of Trustees**

***Composition:*** A five (5) member Board of Trustees governs the Association.

***Duties:*** According to the Governing Documents, the Board is responsible for the administration and management of the property including but not limited to: hiring of legal counsel; auditing the books of the Association; and adopting, administering and enforcing the Rules and Regulations of the Association.

***Term:*** Trustees serve two-year terms without compensation.

***Election Meeting:*** There is a General Membership Meeting once a year. At the annual meeting, the owners shall elect the Board of Trustees and transact only business that may come before the meeting. During elections, only one vote per home is permitted, regardless of the number of names on the deed.

***Quorum of Owners:*** The presence in person or by proxy of 25% of interested ownership constitutes a quorum. It is very important to obtain a quorum at the annual meeting to achieve a successful election. In the event that a quorum is not reached, the Board of Trustees will adjourn the meeting, schedule another meeting and continue to mail proxy/ ballots out to Association members until a quorum is reached to complete the election process.

Your cooperation in mailing in proxy votes or attending the annual meeting will assist the Association in obtaining the quorum necessary for elections, and will be beneficial in keeping mailings to a minimum.

**Good Standing:** Only members in "good standing" are entitled to vote. In order to be considered in "good standing," an owner shall have paid all owed assessments, penalties, fees, and interest that may be levied against the lot at which a vote will be taken, and has provided proof of title ownership upon title transfer to themselves. A person who is not in "good standing" may not be nominated or elected to the Board of Trustees.

**\*Notice:** Notice of meetings of owners must be in writing and must be delivered or mailed not less than fifteen (15) days prior to any meeting. Emergency meetings may be called with 48 hours notice.

**\*Quorum:** The presence in person or by proxy of 25% of the owners shall constitute a quorum.

### **3. RESPONSIBILITIES OF THE MANAGEMENT COMPANY**

Routine operations are usually delegated to a professional management company acting with the authority of the Association within already established guidelines. The management company is accountable to the Board of Trustees. It hires and supervises the personnel required for all building operations, handles bookkeeping, monitors adherence to regulations, makes site inspections of the community to report all maintenance requests, and carries out other activities as instructed by the Board of Trustees. The management company responds to all telephone calls or correspondence relating to such items as work orders for common element items, account inquiries, informational requests, etc. The management company also assists the Board with matters involving financial management services to assure proper financial controls and overall fiscal integrity. The management company will have an emergency response program that is available seven days a week, twenty-four hours a day. All managers, as well as their trained staff of professionals, can be paged in cases of emergencies.

Target Property Management has been retained by your Board to administer the functions and services of the Association. They can be reached by phone, which has twenty-four hour emergency service capability, at (856) 988-8000. The fax number is (856) 988-8661. The office hours are 9:00 AM -3:00 PM, Monday through Friday. Please send all correspondence to:

**Target Property Management**  
733 East Route 70 – Suite 407  
Marlton, NJ 08053  
Attention: Deerwood Country Club Estates

# FINANCIAL INFORMATION

The Association utilizes your maintenance fees for the purposes of promoting the health, safety, and welfare of the residents and in particular for the maintenance of certain portions of the lots and certain portions of the exteriors of the dwellings, such as snow removal, irrigation, landscaping, roofing, soffits, gutters, downspouts and management of the Association. As required by the Governing Documents, part of your Association Fee goes into a Reserve Fund for future maintenance, replacement and improvement.

The Management Company handles the bookkeeping and financial management of the Association. They issue statements, invoices, and account status letters. You will receive a coupon book for the collection of fees. The coupon will indicate the payment amount, and the address to where payment should be sent.

## **CAPITAL CONTRIBUTION & ADMINISTRATIVE FEES**

By regulation of the Governing Documents of the Deerwood Country Club Estates each new owner is required to make a one-time payment to the Association of the equivalent of \$300.00 to provide working capital.

1. All new (does not apply to the grantor sales) owners will be assessed a \$50.00 one time set up fee to reimburse the Association for administrative costs resulting from a real estate transaction.
2. Association fees are due and payable, in advance, on the first of each month. A \$25.00 late fee will be assessed for Association dues which are not received on or before the 15<sup>th</sup>. This fee will be in addition to the monthly dues and will be charged for each month dues are late.
3. A \$20.00 processing fee for checks returned for insufficient funds will be charged in addition to any late fees incurred.

Any questions regarding these procedures should be directed to the managing agent and/or Board of Trustees.

## **MONTHLY ASSOCIATION FEES**

Your monthly Association fee is due on the first of each month, payable to "Deerwood Country Club Estates." Please include your address on your check, along with the coupon for the month. Delinquent accounts are handled in the following order:

1. Management issues a delinquency letter when the account is fifteen (15) days delinquent, which would be the sixteenth day of the month. Payment must be received by the 15<sup>th</sup> of the month.
2. Management and/or the Association's collection attorney issues a second delinquency letter which advises that the following actions will be taken if payment is not received within thirty days of the *original* delinquency letter:
  - 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. Action to collect collection costs.
  - f. Suspension of rights as an Association member.
  - g. Reporting of delinquency to your mortgage company.
  - h. A judgment will be taken and a lien will be filed against the owner's account.
  - i. Appropriate execution of judgment will be made, including but not limited to garnishment of wages and bank accounts, and sale of furniture.
3. An attorney will begin collection process as described above if full payment is not received within thirty (30) days.

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, if monthly maintenance fees are paid in a prompt and timely fashion.

**Please remember that we do not send out bills.** We must receive your payment on or before the **FIFTEENTH** of the month or you will be subject to a late payment of \$25.00. There will be no exceptions made. A fee of \$20.00 will be assessed for any checks returned for insufficient funds.

# MAINTENANCE INFORMATION

Each Owner is responsible to promptly report to the Board any defect or need for repairs for items that are the responsibility of the Association.

## EMERGENCY SERVICE

**Reporting a Fire:** The municipal fire department should be notified immediately by phoning "911" or by dialing the "Operator". Once the immediate danger has been taken care of, The Association's Management Company should be notified.

**Request for Ambulance or First Aid:** The telephone number for local First Aid and Ambulance transport is "911".

**Reporting Property Damage, Theft, or Suspicious Behavior.** The local Police Department should be notified immediately of any theft or vandalism, property damage, or suspicious behavior. Telephone the local police department at "911". The Management office should be notified after the Police has responded and completed their report. When calling Police on suspicious behavior you should call 267-8300 for non-life threatening emergencies and 911 for life threatening emergencies.

**Roof Leaks, Storms, Electrical and Plumbing Emergencies:** In the event of roof leaks or emergencies, the following procedures should be followed:

**Call the Management Company directly to report any damage to exterior areas.** The Association will determine if it is the Association's problem. The Association will then contact the appropriate contractor to respond to the emergency. The Association will not, however, provide or contact contractors to respond to interior electrical or plumbing emergencies. It is recommended that each homeowner use an electrician or plumber of their choice to respond to interior plumbing or electrical problems.

Once the Management Company has contacted the appropriate emergency contractors and emergency service has been provided, the Management Company will assist in scheduling necessary repairs. Homeowners (or their designated representative) must be home if repairs require entrance into the individual homes. If the homeowner is not home during an emergency that directly affects another home the police will be notified and proper access will be gained.

*NOTE: Roof leaks cannot be repaired during a storm or when it is raining. Homeowners should utilize temporary remedies such as drop cloths and containers. The repair will have to be scheduled at a time after the storm has subsided.*

**Snow and Ice Storms:** The Association provides snow clearing and ice control services from driveways, sidewalks, walkways from driveways to homes, steps to main entry door landings and landings by contracting with an outside independent contractor to deliver service. The monitoring of this service is the responsibility of the Management Company and is in accordance with the following approved guidelines:

Streets will be plowed by the township.

Ice melt will be applied to walkways and steps. Regular salt ruins the concrete.

Rear entrances and patios will not be cleared of snow.

The clearing operations normally will begin once the snow has stopped falling.

Any problem with snow clearing operations, such as walkways not shoveled within 24 hours of snow stopping, should be reported to the Management office.

## **REGULAR MAINTENANCE SERVICE**

In order to request maintenance service, report a concern, or report a repair item, a call must be made to the Management Company.

**Individual or Limited Common Area Work Requests:** A work request for the exterior of an individual home should note the particular item in need of repair, how long the condition has existed, how serious the condition is, and if it is a safety concern, and the specified location of the item. An inspection by management personnel or contracted service representatives will be scheduled to determine if the responsible party is the Association.

**Processing Work Requests:** All maintenance work requests will be reviewed and work will be scheduled in accordance with current programs, priorities, and policies set by the Board. Generally, work requests will be responded to within five (5) working days. If needed, acknowledgement of the request and a completion date (if work is scheduled) will be sent to the owner reporting the concern or request. A copy of the actual written work order will be mailed to the homeowner confirming that the work order was taken.

**Chargeable Services:** Some services may be chargeable to the owner. These services would be those repairs and/or replacements that were needed because of some action on the part of the homeowner, their tenant(s), or their guest(s), or pets. Owners will be advised of the cost prior to work commencing.

**Work to Individual Homes:** Maintenance personnel are not permitted to work for homeowners. If homeowners would like to have work completed in their homes that is not part of regular maintenance, they should find a suitable outside contractor.

**Winterization:** All homeowners are responsible for the winter care of their home in the event of their absence during the winter months. The Association assumes no responsibility for damage resulting from frozen pipes or other complications that can result from improper protection during freezing temperatures. Please ensure that turn-off valves for the outside hose hook-ups are shut during cold weather.

*NOTE: Owners who set their heat below 55 degrees (which may result in damage to adjacent homes) will be liable for any damage that may occur. Owners taking extended vacations away from their homes during the winter should have their homes winterized by a reputable professional who is familiar with the shut off valves, heating and plumbing systems.*

It is also a good idea to have your home checked by a friend or relative on a regular basis when you are away.

**Maintenance Required Due to Improper Pet Control:** Pets are an important part of some families; however, their presence in the community can occasionally present special maintenance problems. Cats and dogs have been known to dig up foundation plantings, destroy flowers, and "discolor" grass areas, damage shrubs and "soil" the landscaping. These types of special maintenance problems can be avoided by conscientious pet owners.

**Any additional maintenance that will be required due to pets will be charged back to the homeowner responsible.**

## MAINTENANCE REFERENCE CHART

**H = Homeowner**

**A = Association Responsibility**

COMPONENTS (all components are not featured in all homes)	OWNERSHIP	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Roof (asphalt shingles) Flashing	A	Repair Replacement	None
Foundations, Fittings, beams, supports, bearing walls & floors between homes	H	None	Repair Replacement
Doors, window frames, panes and systems	H	None	Repair Replacement
Gutters Downspouts Splash Block	A	Repair Maintenance Replacement	None
Exterior siding	H	None	Repair Replacement
Soffits, fascia, trim	A	Repair Replacement	None
Chimney Exteriors	A & H	Repair/replace covers above roof line	Maintenance Replacement (if ever needed)
Chimney or Flues	H	None	Cleaning Repair Maintenance
Interior Walls & partitions, gypsum board, facing material on walls & ceilings, decorated surfaces of floor	H	None	Repairs And Maintenance
Patio, decks, balconies	H	None	Repair Maintenance and Replacement
Plumbing and plumbing fixtures, electrical and Master antenna wiring, if services one home, extending from interior surface of home	H	None	Repair Maintenance Replacement
HVAC units (even if located outside of home)	H	None	Repair Maintenance Replacement
All equipment or appliances exclusively servicing a home	H	None	Repair Maintenance Replacement
Main Entry Stairs	A	Repair Snow clearing on main entry stairs	None
Driveways and walkways	H	None	Driveways, curbs, sidewalks in owners lot
Sidewalks parallel to roadway	A	Repair and Maintenance Snow clearing	None
Exterior lighting	H	None	Maintenance Replacement
Turf	A	Mowing Fertilization Weed Control Irrigation Replacement	None
Planted beds, ornamental trees & shrubs	H	None	Replacement (through ARC Committee)
Lawn Irrigation System	A	Repairs and Maintenance	None

**Note: The above chart represents a generalized summary only. The text of the Governing Documents should be consulted on specific issues of identifying the Lots and Common Elements. In all cases, the terms of the Governing Documents (rather than this summary) shall control.**

# RULES & REGULATIONS

Each Homeowner shall be charged with the responsibility of directing his tenant, guest and invitees to comply with the Association's Declaration of Protective Covenants, Conditions & Restrictions, By-Laws and these Rules and Regulations. Further restrictions and Rules and Regulations may be promulgated.

All fines will be levied on a per violation basis unless otherwise noted. Violation warning letters will state the time period allowed for correction of the violation before the fine is imposed. The Board shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations. Any fine so levied shall be considered as a Common Expense to be levied against the particular Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.

In addition, the Association has the right to promulgate and enforce reasonable rules and regulations with the provisions herein regarding the use and enjoyment.

Any Owner that is advised of a fine imposition shall receive notice in writing via certified, return receipt requested mail and regular mail advising of the amount and reason for the fine. That Owner shall have the right to request a formal hearing to appeal the fine. Resident must respond in writing within ten days of receipt of the letter to request a hearing. Failure to request a hearing within this time frame will result in the assessment of the fine to the Owner's account and the Owner will be required to make payment within ten days of the issuance of the fine letter. Owner is to be advised that for offenses of a continuing nature, the fine imposed will accrue on a daily basis until the correction has been made. If a hearing is requested to contest the fine, and the resident is later found to be in violation as stated, the Owner may be responsible for the entire assessed fine up to the date of the hearing and/or beyond should the correction to the violation still have to be made.

## **PROTECTIVE COVENANTS AND RESTRICTIONS**

1. No dwelling on a Lot may be used for any purpose other than as a single family residence or dwelling; except that for so long as Declarant or any applicable Builder is engaged in sales of Lots (and dwellings thereon) to a bona fide third party purchasers in the ordinary course of business (the "Sales Period"), Declarant or any applicable Builder, subject to applicable local ordinances, may use any Lot (and any applicable dwelling thereon) as model(s) and/or sales offices for sales and marketing purposes.
2. No animals, livestock, birds, poultry or reptiles shall be kept or bred on any Lot, except that generally recognized house pets may be permitted as domestic pets as long as they are on a leash when outside the Owner's dwelling on the Lot.
3. No vehicle shall be parked within a Lot except on a paved parking surface, driveway or within a garage. No trucks or vehicles which are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the Lots. A commercial vehicle used as the Owner's private commuting vehicle is permitted; however, all pickup trucks, permitted commercial commuting vehicles, vans, boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, shall only be permitted to be kept inside a garage on a Lot and concealed from public view. **PLEASE SEE CLARIFICATION IN APPENDIX A**
4. 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 Owners of any Lot(s) in the Subdivision or to the Golf Club.
5. Other than entrance monuments or other community signage identifying the name of the Subdivision and/or the Golf Club and signs used by Declarant or any applicable Builder for directional, identification, traffic, sales or marketing purposes during the Sales Period, no signs of any kind shall be displayed to the public view on any Lot including, but not limited to Real Estate, "For sale" or "For Rent" signs. **PLEASE SEE CLARIFICATION IN APPENDIX A**
6. Easements on Lots for installation and maintenance of utilities and drainage facilities may be shown on a Final Map. Within any of these applicable easements on any affected Lot, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct, redirect or retard the flow of water through drainage channels in the easements. Such easement area of any Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Declarant or any applicable Builder or the Association or the applicable public authority/utility company shall have the right and privilege to enter upon any Lot at any time (i) to correct any violations of ordinances, including setback requirements or other construction-related matters, (ii) to change the grade of the ground and/or install or change drainage control devices so as to alleviate any possible drainage or run-off problems, and (iii) to repair, maintain or replace any entrance monuments, community signage or associated landscaping. Drainage swales which have been constructed to facilitate the drainage of one or more adjoining Lots shall have no structures or plantings thereon. Modifications to the grade of any swale are prohibited. Any applicable drainage swale on a Lot shall not be changed or altered or interfered with in any way or manner by the Owner of the Lot.

7. No lot Owner shall erect or permit to be erected on any Lot any fence, (other than as may be provided by Declarant or any applicable Builder as part of the original construction of the Lot), pool, tennis court or other outdoor game court, storage shed, or other exterior building. The grading of any Lot is not to be changed in any manner that will cause an adverse effect on any adjacent Lots.
8. No wall, fence or shrub plantings which obstruct sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. In the event any applicable law, ordinance or regulation imposes a more restrictive requirement for maintaining site distances at intersections, then the more restrictive requirement shall govern.
9. Except as hereinafter provided, no radio, television or other tower, pole or antenna or similar structure shall be erected on any part of any Lot or dwelling thereon, including but not limited to radio or television mast antennas. A satellite dish not greater than two feet (2') in diameter may be installed on the Lot provided that no part of the satellite dish is visible from the street on which the dwelling on said Lot fronts. **PLEASE SEE CLARIFICATION IN APPENDIX A**
10. All garbage cans and similar receptacles and other garbage containers shall be kept inside the garage on a Lot at all times except during the day of garbage collection.
11. Clothes hanging devices exterior to a dwelling on a Lot shall be prohibited.
12. Nothing herein shall be construed to prohibit the reasonable adaption of any dwelling on a Lot for handicapped use.
13. All lot Owners are on notice that access to the Golf Club in proximity to the Subdivision is by membership and/or guest privileges only. It is private property and non-members are subject to trespass violations.
14. No portion of any Lot shall be used or maintained for the dumping of rubbish or debris.
15. No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted on or at any Lot. No unshielded floodlights shall be installed in any exterior area of any Lot; except Declarant or any applicable Builder may install exterior floodlights for lighting its sales areas during the Sales Period.
16. In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current up-to-date roster of Lot Owners, the Owner of a Lot shall give the Secretary of the Association timely notice of his intent to list his Lot for sale, and, upon closing of title shall forthwith notify such Secretary of the name(s) and home address (es) of the purchaser(s).
17. Lot Owners shall not have any right to paint or change the appearance of any portion of the exterior of any dwelling on a Lot, except for shutters or doors and seasonal items such as flags or Christmas lights, without the prior consent of the Association or a lawfully established Committee thereof; this includes, but is not limited to, installation of second story balconies or decks or patios (which were not installed by Declarant or any applicable Builder as part of the original dwelling

construction on the Lot), storm doors, or retractable awnings over permissible patios or second story balconies or decks. **PLEASE SEE CLARIFICATION IN APPENDIX A**

18. Nothing shall be done or kept in any dwelling on Lot which will increase the rates of casualty insurance of any neighboring Lot beyond the rates normally applicable for such dwelling on Lots, without the prior written consent of the Association. No Lot Owner shall permit anything to be done or kept in his dwelling which will result in the cancellation of insurance of any other Lots or dwellings or the contents thereof. Each Lot Owner must at all times carry hazard insurance for the dwelling on his Lot, covering the full replacement value thereof, naming the association as an added insured and/or loss payee, as the case may be, and furnish evidence of such coverage to the Association upon request.
19. Nothing shall be done to any dwelling on a Lot which will impair the structural integrity of any other dwelling on a Lot or which will structurally change any other dwelling on a Lot. No Owner (other than Declarant or any applicable Builder) may make any structural additions, alterations, or improvements in or to his dwelling on a Lot without the prior written approval of the Association, or impair any easement without the prior written consent of the Association. No extension or removal of any fence from its original location as applicably placed by Declarant or any applicable Builder shall be undertaken.
20. No dwelling on a Lot shall be (i) rented by the Owner thereof (except a lender in possession of such dwelling following a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient purposes, and (ii) rented for a term of less than one (1) year; provided, however, that any Owner including Declarant or any applicable Builder may rent a dwelling for a period of less than one (1) year to a contact purchaser of the Lot containing such dwelling. No owner may lease less than the entire dwelling on a Lot. Other than the foregoing, Owners, including Declarant or any applicable Builder, shall have the right to lease dwellings on Lots provided that said leases are in writing and made subject to all provisions of this Declaration, the By-Laws and any other documents referred to herein, including the right of amendment reserved to Declarant or any applicable Builder herein, provided that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease, and provided a copy of said lease and any subsequent lease is delivered to the Association within ten (10) days of the execution. Copies of all lease applications and similar information must be delivered to the Association along with a copy of said written lease. In the event a tenant of a dwelling on a Lot defaults under his lease by failure to comply with the provisions of this Declaration, the By-Laws or any applicable Rules and Regulations of the Association, then, in addition to all other remedies which it may have, the Association shall notify the Owner of such default and demand that same be cured through the Owner's efforts within thirty (30) days after such notice. If such default is not cured within said thirty (30) days, then the Owner shall immediately thereafter, at his own cost and expense and in accordance with applicable, controlling law, institute and diligently prosecute an eviction action against his tenant on account of such default. Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Owner fails to fulfill the foregoing obligation, then Declarant or any applicable Builder, the Golf Club Owner or the Association 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 expense.

## RECYCLING DISPOSAL - REFERENCE CHART

ITEM	HOW TO PREPARE	YES! YES! YES!	NO! NO! NO!	DISPOSAL LOCATION
<b>PAPER</b>	Tie neatly in bundles not to exceed one foot in height or place in paper shopping bag. Never put papers in plastic bags, even if it is raining.	Newspapers, magazines, brown paper bags.	Soiled or food contaminated paper, junk mail, which may include samples packed in aluminum foil or plastic, envelopes, shredded paper, hardback cover books.	??????????????
<b>FIRST QUALITY PAPER</b>	Place in paper bags for bi-weekly curbside pick up.	Stationary, photocopy paper, computer paper.	See above block of information	
<b>GLASS, BOTTLES AND JARS</b>	Rinse clean. Remove caps and lids. Do not remove labels	Rinsed glass bottles and jars only.	Window glass, ceramics, pyrex, headlights, tv tubes, mirrors, light bulbs, plate glass, drinking glasses, beer bottles with attached ceramic tops.	
<b>ALUMINUM FOOD &amp; BEVERAGE CANS</b>	Rinse thoroughly. Do not flatten. Remove labels.	Rinsed food and beverage cans only.	Paint cans, aerosol cans, oil cans, any non-food or non-beverage cans.	
<b>STEEL (TIN) FOOD &amp; BEVERAGE CANS</b>	Rinse thoroughly. Remove labels.	Rinsed food and beverage cans only.	Aluminum foil, pie pans, food trays, siding, gutters.	
<b>PLASTICS</b>	Rinse clean.	Milk jugs, frosted water jugs, soda bottles, detergent and shampoo bottles	Plastic food containers, toys, flower pots, etc.	
<b>HOUSEHOLD HAZARDOUS WASTE DISPOSAL</b>	Original containers, legible labels, Call <b>499-1001</b> for further information.	Enamel and latex paints, pesticides, solvents, thinners, strippers, cleaners, pool chemicals, photodevelopment equipment.	Do not pour down drain. Do not dispose of in regular trash. Do not pour on ground or into storm sewers.	<b>CALL BURLINGTON COUNTY OFFICE OF SOLID WASTE MANAGEMENT AT 461-1001</b>
<b>USED MOTOR OIL</b>	Collect in a clean plastic container with a tight lid and call the township Public Works Dept.	Uncontaminated used motor oil.	Do not mix with anything: no paint, gasoline solvents, antifreeze, cooking oil, etc.	<b>WOODSTREAM SEWER TREATMENT PLANT 983-1878</b>



**Recycle every other Friday. Containers must be clearly labeled.**

# VIOLATIONS & FINES

## **PROCEDURES FOR HANDLING VIOLATIONS AS REPORTED BY OWNERS/RESIDENTS**

In the event you wish to file a complaint with the Board regarding violations of the Rules & 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 will only act on written documentation.
2. The Management Company will then notify the alleged violator by regular mail advising them to cease the prohibited activity immediately. The complainant is not identified to the violator.
3. In the event the violation continues, complainant must notify the Management Company of the continuation of the violation, and write another complaint letter to the management office.
4. Management will contact the Rules Committee for a decision regarding a possible fine against the 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.
6. In the event the alleged violator requests a hearing, the complainant and the violator will be required to appear before the Rules Committee to substantiate the alleged violation. The Rules Committee will preside at the hearing. A representative from the complainant and the alleged violator (owner and if applicable, tenant) must be present. The Committee will hear both sides and a decision will be reached as to whether to rescind the fine or deem it valid.
7. If the Rules committee hears the first case and the alleged violator is not satisfied with the outcome, he/she may request a hearing with the Board of Trustees within seven (7) days of receipt of the written request for such. If no such Rules Committee exists and the Board of Trustees conducts the hearing, an outside arbitration committee will be appointed for a second hearing.

## **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 following procedures will be followed:

1. Management performs site inspections of the property on a regular basis. Any maintenance items and violations of the Rules & Regulations are noted. Work orders are issued for any maintenance problems.
2. First warning letters (violation letters) are issued to the owner at the address on record. If the owner does not occupy the property a copy of the violation letter will be issued to the current occupant. The owner is responsible for the actions of the current occupant.
3. In most cases, the owner is given ten (10) days to rectify the problem. (Note that certain violations may also warrant a fine.) If the problem has not been resolved within this time frame, management will issue a fine against the owner, as established by the Rules and Regulations, via certified and regular mail.
4. The owner will have the opportunity to request a hearing within ten days. This request must be issued to the Management Company in writing. If a hearing is not requested, the fine will remain on the account as imposed.
5. If a hearing is requested, the Rules Committee, or if no such committee has been established, the Board of Trustees will preside at the hearing. A representative from the Management Company and the alleged violator (owner and if applicable, tenant) must be present. The Committee will hear both sides and a decision will be reached as to whether to rescind the fine or deem it valid.
6. If the Rules Committee hears the first case and the alleged violator is not satisfied with the outcome, he/she may request a hearing with the Board of Trustees within seven (7) days of receipt of the written request for such. If no such Rules Committee exists, an outside arbitration committee will be appointed for a second hearing.

# RULES & POLICIES FOR HOME IMPROVEMENTS

## WINDOW/WINDOW TREATMENTS - PLEASE SEE CLARIFICATION IN APPENDIX A

1. Damaged blinds, draperies, or other window coverings facing the exterior of the building are not permitted and must be replaced or repaired at the owner's expense.
2. Windows - Any replacement and/or repairs are the owner's responsibility. A written notice must be submitted to the Architectural Review Committee indicating the details and specifications prior to any replacement.
3. Breakage - Window breakage shall be replaced with glass of the same quality and tint as originally installed. This is the owner's responsibility.
4. The hanging of awnings, garments, rugs or other personal property in the window or from any other facade of the home is strictly prohibited.

## STORM DOORS

1. Written authorization is required for installation of a storm door. One storm door is permitted per home. Request must include the style(s) of the proposed door. Doors must be full-view and the color must match either the front door or the trim. Please contact management for the proper color of your door.

## PATIOS/ DECKS/ BALCONIES – PLEASE SEE CLARIFICATION IN APPENDIX A

1. No modification of any type to concrete pads, patios or balconies including the installation of lights, signs or numbers.
2. The only items permitted on decks and patios are the following:
  - Patio chairs, reclining patio chairs
  - Plants
  - Decorative benches
3. Items prohibited on decks and patios as well as back patios are:
  - Trash cans
  - Dog Houses
  - Storage Sheds
  - Coolers
  - Brooms, brushes or mops
  - Tires
  - Old doors, screens or damaged furniture
  - Bicycles/ mopeds/motorcycles

**CABLE – PLEASE SEE CLARIFICATION IN APPENDIX A**

Installation of cable is to be installed by a licensed technician from Comcast only. All homes are wired for cable installation. **No permission is needed from the Board of Trustees.**

Comcast's Customer Service can be reached by calling 354-1660. All cable wires must be installed within the home. No cable wires are to be exposed on the outside of the home.

## **SALE OF HOME - PROCEDURES TO FOLLOW**

If you contract with a Realtor for the sale of your home, or advertise in any medium for a buyer, your home is considered to be for sale. The following procedures must be adhered to for a smooth transfer of the property:

1. Immediately notify the Management Company, in writing, that your home is for sale. Also, the name of the realtor, if any, and your lawyer, if any.
2. When a contract is signed with a buyer, turn over to the lawyer/buyer a copy of the Governing Documents. If you wish, the document reproduced for you, the present cost is \$75.00 and requires at least two (2) weeks to prepare after a check is received.
3. When a settlement date is established for the transfer of the home, notify the Association in writing with the following information:
  - a. The settlement date
  - b. Name and address of the buyer's mortgage company
  - c. Name and address of the lawyer or party who will conduct the settlement.
  - d. The complete name(s) of the buyer(s)
  - e. The complete name(s) of the seller(s) and the address.
  - f. In order to provide an orderly procedure in case of title transfers, and to assist in the maintenance of a current roster of Owners, each Owner shall give the Secretary of the Association, timely notice of his intent to list his home for sale, and upon closing of title, shall forthwith notify such Secretary of the names and home addresses of the purchasers.

If all fees, fines and assessment are paid up-to-date of the settlement, the association will issue a Certificate of Insurance to a lawyer or any other interested party, according to your instructions. No certificate of insurance will be released unless and until all financial obligations for the home are up-to-date.

## RENTAL/LEASING POLICIES

The Board has adopted a Rental/Leasing Policy in an effort to better maintain the quality of management in Deerwood Country Club Estates. We feel this policy will ensure the rights and happiness of the residents of our community and will, at the same time, protect the property values of your investment. This policy is intended not only to help you in the rental of your home, but also, to satisfy the established Rules and Regulations of the community. We view the Association, absentee owner and tenant as a cooperative body which needs to work together effectively to protect investments made in all homes. With your help, we can manage the Deerwood Country Club Estates in the best way possible so property values continue to rise and your investment will continue to be realized to its greatest extent. Please familiarize yourself with the Board's adopted policies and provide the information requested in this manual.

It is not our intent to govern to whom you may rent, but to ensure that your tenant understands and agrees to abide by state and local laws and the Deerwood Country Club Estates Rules & Regulations. We look forward to working with you in maintaining the quality of life and appreciate your cooperation.

1. No home shall be leased by the Owners thereof (except a lender in possession of such home following a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) for transient or hotel Purposes, which shall be defined as a rental for any period less than one (1) year. Notwithstanding the foregoing, any Owner, including Developer may rent a home for any period of less than one (1) year to any bona fide contract purchaser thereof.
2. No Owner may lease less than an entire home.
3. Lease must be in writing and made subject to all provisions of the Governing Documents and Rules and Regulations and any other document promulgated by the Association, and provided further than any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease and be grounds for termination and eviction.
4. All absentee owners must provide management with proof that the tenant has been registered with the Association. This information will help both the owner and the Association in the event the tenant fails to abide by the Rules and Regulations of our Association, or if an emergency arises in the tenant's building. When you accept applications for your home's rental and you then select a tenant, please have the tenant fill out a Tenant Registration Card, which will be provided by the Management Company, and return it along with your lease to the management office within ten (10) business days. Any changes with your tenant or their information must be forwarded to management as quickly as possible.
5. If your home is currently managed or will be managed by a real estate broker or agent, you are required to notify the Association in writing if any or all information pertaining to the Association should be sent to the agent directly. It is the absentee owner's responsibility to inform the agent to conform to this leasing policy. The agent will be required to furnish management with the Tenant Registration card. Please note that the tenant, real estate broker or agent, and absentee owner must sign these cards.
6. Please inform the Association prior to the expiration of the lease with your current tenant. Management will mail you a tenant registration card. By impressing upon your tenants that they are living in a common interest property where each owner has a percentage interest in the

Association, your investment will be protected and the community will continue to be an enjoyable place to live. Insist that your tenants read the Rules and Regulations and Association newsletters. Also, encourage your tenants to participate in the committees. The Association wishes to encourage all residents (owners & tenants) to become involved.

# IMPORTANT NUMBERS

- |                                                |              |
|------------------------------------------------|--------------|
| 1. Management Company <b>24 HOUR EMERGENCY</b> | 856-988-8000 |
| 2. Police                                      | 911          |
| Non-Emergency                                  | 267-3000     |
| 3. Fire/Ambulance                              | 911          |
| Fire – Non-Emergency                           | 267-8300     |
| 4. Township Clerk                              | 267-1891     |
| 5. Municipal Court Clerk                       | 267-1895     |
| 6. Sewerage Authority                          | 267-0015     |
| 7. Sewerage Plant                              | 267-1110     |

## APPENDIX A

### CLARIFICATION OF RULES

#### Vehicles:

- No vehicle shall be parked within a Lot except on a paved parking surface, driveway or within a garage. No truck or vehicles, which are primarily used for commercial purposes, other than those temporarily, present on business, nor any trailers, may be parked within the Lots. A commercial vehicle used as the owner's private commuting vehicle is permitted; however, all pick up trucks, permitted commercial commuting vehicles, vans, boats, boat trailers, campers, travel trailers, mobile home recreational vehicles, and the like, and any vehicle not in operable condition or validly licensed, shall only be permitted to be kept inside a garage on a Lot and concealed from public view.
- Pick up trucks and vans that are the Homeowner's chosen primary mode of transportation may be parked within the Homeowner's Lot if the following criteria has been met:
  - i. It is registered as a private vehicle
  - ii. No Commercial plates
  - iii. No advertising on the vehicle
  - iv. Items can not be stored in the back of the pick up truck that is visible from the street
  - v. No toppers on pick ups
  - vi. Pick up should function for passenger use only
  - vii. The van or pick up must maintain the esthetic look of the Deerwood Carriage Home Community

#### Signs:

- Security Alarm company signs are permitted, not to exceed 12"x 15" in size, and to be displayed for law enforcement officials to identify the home.
- "Open House" signs are permitted to be posted on Deerwood property and only on the day of the Open House.

#### Satellite Dishes:

- A satellite dish not greater than two feet in diameter may be professionally installed on the rear of a home attached to the foundation or top of a chimney. In the instance where it must be attached to the front of a dwelling due to inability to receive a signal from mounting in the rear, the unit may be professionally installed on the dwelling foundation or chimney top.
- These installation locations do not need prior approval from the Architecture Committee and the Board prior to installation.
- The Architecture Committee and Board must approve any other location. This includes satellite dishes installed prior to January 24, 2006.

Exterior Modifications:

- Any modification(s) to the exterior of a dwelling must have prior approval from the Architecture Committee and Board.

Flags and Holiday Decorations:

- A Homeowner may display one (1) flag from their dwelling. Flag must be in good condition and must maintain the esthetic look of the Deerwood Carriage Home Community.
- Holiday decorations must be removed within fourteen (14) days after the holiday.

Hoses:

- All hoses stored on the front exterior must be stored in a fully covered hose container.
- Hoses stored in the rear of a dwelling should be stored in a neat organized manner.

Window Coverings:

- Only those items deemed specifically as window coverings are permitted. These include curtains, drapes, sheers, horizontal and vertical blinds, in good repair at all treated windows. Temporary shades are acceptable window coverings as long as they are hung straight and are in good condition. Any torn or tattered temporary paper shades must be replaced. Items that will not be allowed to be placed on windows include, but are not limited to, tablecloths, bedspreads/sheets, newspapers and the like.

Patios, Decks and Balconies:

- The **ONLY** items permitted on decks and patios are the following: Grills, fire pits, chimineas and the like, plants and patio furniture. Plants and patio furniture may also be placed on balconies; however local ordinances prohibit grills of any kind, chimineas, fire pits and the like on balconies. Nothing can be stored on the grass or surrounding grounds outside the dwelling unit.

Cable:

- The verbiage in the current rules that makes reference to “Comcast” cable as being the only cable company authorized to install cable in the Deerwood Carriage Home Community should read:  
“Only professional cable installers are authorized to install cable connections in the Deerwood Carriage Home Community”.