

Glen Eagles

Rules and Regulations

Edited, Revised and Resolved
April 26, 2023

The Board of Directors shall not be held liable for omission or errors in this document from the full statements listed in the Governing Documents. Those documents shall prevail.

POLICY RESOLUTION 2023- 002

Whereas, Article V, Section 1 of the Declaration of Covenants, Conditions and Restrictions for the Glen Eagles at Valleybrook property Owners Association, Inc., directs the Board of Directors to "promulgate, adopt, amend, publish and enforce rules and regulations covering the details of the operation and use of the Property including, but not limited to, pet controls, parking rules, designation of routes of access to and from recreational facilities for the authorized users thereof who are not Members, and such other rules and regulations permitted or authorized herein or by the Declaration" and to confirm architectural standards: and

Whereas the Board deems it necessary to adopt, amend, and publish the rules and regulations covering the details of the operation and use of property:

Now therefore, be it resolved, that it is the intention of this document to provide clarification of existing Rules, Regulations and Standards and establishes additional Rules, Regulations and Standards that govern Glen Eagles. This document supersedes and replaces all other existing Policy and Administration Resolutions covering items contained herein.

Be it so resolved this 26th day of April 2023

By:

Yes

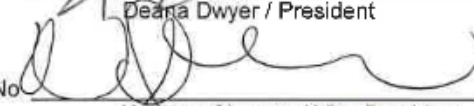
No



Deana Dwyer / President

Yes

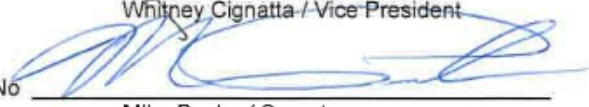
No



Whitney Cignatta / Vice President

Yes

No



Mike Peeler / Secretary

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PREFACE

The Glen Eagles at Valleybrook Property Owners Association is a corporation organized and existing under the laws of the State of New Jersey, charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents with associated membership rights and obligations. It is a “neighborhood association” that is part of the Valleybrook Homeowners Association, Inc. referred to as the Master Association.

The authority and basis of the Association’s operations lie in the legal documents, which are the Declaration of Covenants, Conditions and Restrictions, various Supplementary Declarations, Article of Incorporation, Bylaws and Book of Resolutions. These documents together are referred to as the Governing Documents of the Association.

- 1.1 Rights of members. All members are entitled to certain rights; freedom to use and enjoy their property and the property of the Neighborhood Association and the Master Association, subject to the provisions of the Governing Documents and such rules and regulations the Associations(s) may establish freedom to delegate such rights of enjoyment to members of their family, tenants, or contract purchasers who reside on their property; the right to run for election to the Board of Directors, as long as they shall be a member in good standing; the right to participate in hearings and meetings held by the Associations(s); and the right to serve on committees established by the Association.
- 1.2 Obligation of members. Members must adhere to the provisions and restrictions set forth in the Governing Documents and obey the rules and regulations including property use restrictions, control restriction and guidelines, rules for the use of the common areas and facilities, and payment of annual assessments, special assessments, and fines. No member may exempt himself from any of these obligations.

PROCEDURE

Any homeowner of any dwelling unit who desires to alter the exterior appearance of their unit, lot, or property is required to follow a pre-determined set of steps that is outlined herein. These steps include, but are not limited to, all items specifically addressed in the Declaration of Covenants, Conditions and Restrictions of the Valleybrook Homeowner’s Association, Inc. and the guidelines herein established for the orderly process and maintenance of the Community.

All forms submitted to Associa are to be either mailed, faxed, or scanned to one PDF and emailed. Pictures of forms are not acceptable.

- 1.1 **Exterior change/work request.** Must be submitted by the homeowner to the Board of Directors, through the Property Manager, for any and all changes to the exterior. Forms may be obtained from the Glen Eagles website: www.gleneaglesview.com under Forms / Exterior Change/Work Request.
- 1.2 **Changes.** No steps or actions may be taken to affect or change the exterior of ANY change, alteration, or improvement to a unit without having first submitted an exterior change/work request, along with any required paperwork, and obtained written approval from the Association.
Per Resolution 2014-3, any exterior work done prior to receiving approval will result in a daily fine of \$25, every day, until all paperwork required is submitted and approval is given.
- 1.3 **Approvals/Rejections.** Forms and required paperwork must be submitted in a timely fashion prior to work beginning. Approvals or Rejections will be provided in a timely fashion within thirty days of receipt. Approvals will be valid for 3 months after the approval date. If requested work is not done and/or completed during that time, an updated approval must be obtained before work can begin. If requested work is started and is not completed, delayed, postponed, or placed on hold, an updated approval must be obtained before work can start again.

GUIDELINES

No home owner of any dwelling unit shall or cause to be built any exterior addition, improvement, or structure, which alters the height or exterior dimension of the residence, the area covered by the residence, or the use of exterior color scheme thereof, without obtaining written approval from the Association. Such approval must be in writing PRIOR to the commencement of any work.

1) Antennas, Satellite Dishes and Transmitting/Receiving Devices

No homeowner shall erect, install, or maintain any antenna or other transmitting or receiving device on any lot, building or common area.

Satellite Dishes may be installed, with approval, in the REAR of the dwelling where the installer deems it will obtain a signal from the satellite and not be obstructive to surrounding homeowners' views. The satellite dish may not be larger than 39" in diameter.

Exterior change approvals before installation and placement of dishes is required specifying the placement/ location of where the dish will be installed.

2) Artificial Grass, Plants or Other Artificial Vegetation

No indoor/outdoor carpet or artificial grass is permitted on any exterior areas (i.e. walkways, front or rear steps, decks, patios, etc.) No artificial plants or artificial vegetation is allowed that is visible in the front of the dwelling Unit. Items placed in the rear of the dwelling Unit must be maintained.

3) Automobiles and Other Motorized Vehicles

Only passenger automobiles under three (3) tons gross weight (i.e. cars, pick-up trucks, SUVs, station wagons, non-paneled vans) are allowed.

Automobiles must be legally registered, with valid New Jersey inspection stickers, legal New Jersey license plates, proper insurance and must be drivable and used on a regular (at least 5 days a week) basis. Automobiles that are not used on a regular basis (at least 5 days a week) will be considered stored automobiles which are not permitted in Glen Eagles.

All stored automobiles are subject to towing at the owner's expense.

Units with one licensed driver are permitted two automobiles parked in their assigned spaces.

Units with two licensed drivers are permitted two automobiles parked in their assigned spaces.

Units with 3 licensed drivers are permitted two automobiles in their assigned spaces and one automobile in a guest space (GAR).

Maximum parking spaces permitted for each Unit are three (two assigned and one guest) but all three licensed drivers must physically reside in the unit.

Request for a third (GAR) parking space is to be made using the Extra Vehicle Registration Form found on the Glen Eagles website. All forms submitted to Associa are to be either mailed, faxed, or scanned to one PDF and emailed. Pictures of forms are not acceptable. Approval of the extra space is at the discretion of the Glen Eagles Board.

A third decal may be issued:

1. If homeowners are using both assigned spaces and have a third licensed driver who has a third automobile who physically resides in the unit.
2. If a homeowner had one licensed driver with two automobiles and now has a second licensed driver with a third automobile who physically resides in the unit.

All automobiles listed in the above paragraph must be registered with the Glen Eagles Association and have a valid parking decal displayed.

Homeowners are not permitted to allow other homeowners use parking spaces that are assigned to them.

NO STORAGE of automobiles is allowed, and NO automobile maintenance is allowed except for car washing.

NO PARKING OR STORAGE of motorcycles or mopeds is allowed anywhere within Glen Eagles POA.

NO PARKING, STORAGE, OR USAGE of all-terrain vehicles, golf carts, snow mobiles, or any other motorized form of transportation **other than a passenger automobile** is allowed anywhere within Glen Eagles POA.

NO PARKING, STORAGE, OR USAGE of motorized, electric or powered scooters and /or Segway's is allowed anywhere within Glen Eagles POA.

NO PARKING, STORAGE, OR USAGE of motorized, electric or powered bikes or dirt bikes is allowed anywhere within the Glen Eagles POA.

4) Bug Zappers

Bug zappers are permitted on the rear deck or patio only and must be turned off when the area is not in use.

5) Common Areas

Common areas are to be maintained, preserved, and protected for the benefit of the Community. Nothing may be built, erected, or planted on any common element by a homeowner/resident.

No pets are permitted on common areas.

Children may not play on mulched or planted common areas or do anything that is contrary to maintain the integrity of those areas for the common good.

For the purposes of maintenance, all lawn and island areas are considered to be common areas.

They must be kept clear of toys, decorations, seating, furniture, etc. Full access must be granted to the contractors for lawn cutting, trimming, fertilizing, planting and mulching without any kind of obstruction or impediment. Obstructions that are moved and damaged during lawn cutting are the responsibility of the unit owner.

6) Commercial Vehicles, Trailers, RVs, Storage PODS, and Dumpsters/Bagsters

ALL commercial vehicles, trailers, RVs, Storage PODS, Dumpsters/Bagsters, etc. are strictly prohibited.

These include, but are not limited to, vehicles with commercial license plates, exterior logos or advertisements, trucks, enclosed vans (with or without ladder racks), pick-up trucks with ladder racks or toolboxes or any vehicles that is used for, or gives the appearance of being used for, commercial purposes.

The only time commercial vehicles are permitted to park in Glen Eagles is when they are servicing or working at a homeowner's unit during normal business hours.

7) Decks, Patios, Awnings, and Outdoor Furniture

ALL EXTERIOR WORK MUST BE SUBMITTED FOR APPROVAL PRIOR TO WORK BEGINNING

All forms submitted to Associa are to be either mailed, faxed, or scanned to one PDF and emailed. Pictures of forms are not acceptable.

The maximum deck size is 18' wide by 12' in depth for middle units and 21' wide by 12' in depth for end units. The deck/railing must begin at the end/base of each unit and cannot be staggered or moved in from end/base of unit.

An additional 4' depth extension is permitted ONLY for the construction of steps from second story level decks. Steps may only be approved material.

Construction materials for decking can be either wood or composite wood. Composite colors (white and gray) are permitted but must be complimentary and match the existing home.

The spindles, balusters and railings are to be the same material as the deck. Vinyl spindles, balusters, and railings are permitted. Wrought iron spindles, balusters, and railing are not permitted. Lights and /or lighted capped balusters and/or balustrades are not permitted.

Approval for the replacement of and re-staining of existing deck boards is required.

Wood color semi-transparent stains or clear seal are permitted and must be submitted for approval. Colors must be compatible with/ complimentary to the colors of the unit.

No lattice type enclosures are permitted except as skirting around first floor decks and must match deck. An exception to the lattice type enclosures are those that existed, and were grandfathered in, prior to the revision of the rules in 2005.

Patios must be no wider than 18' for middle units and 21" for end units. The depth may extend 2" past the deck depth but in no circumstances farther than 16' to allow for landing steps. Materials may be cement blocks or paver blocks. Concrete patios are permitted. Stamped concrete patios are permitted in the REAR of the property only.

Proper building permits for deck and patio construction must be received from the Gloucester Township Building Inspector after approval has been granted by the Association.

Retractable awnings are permitted. The contractor's literature, color, and specification must be submitted with application for approval.

Outdoor furniture is the **only** type of furniture permitted on decks and patios. Couches, love seats, recliners, indoor tables, etc. are a few examples, but not limited to, those pieces of indoor furniture that is not permitted.

8) Dumpsters

Dumpsters, Bagsters, and any/all trailers and/or containers that hold any trash and/or any debris are not permitted in any parking space and will be subject to daily fines.

9) Exterior Lighting

Rear floodlights are permitted, but they may not reflect negatively into adjoining neighbor's homes or deck areas. Only Malibu type lights are permitted along walkways or step areas but are not permitted to be installed in lawn. Flower beds may also be lighted. To obtain approval for lighting, a sketch should accompany the application with the appropriate literature describing and showing the lighting. No lights may be mounted on decks or patios (except for a single flood light on the American Flag). Accent lights may contain white or clear bulbs only. Strands of lights, white or colored, are permitted on decks during the Christmas holiday season **ONLY** and may not be left out year round.

10) Fences, Hedges & Other Barriers

No fences, hedges or other barriers are permitted to be erected or planted that would divide the property.

No fences are allowed anywhere on Unit property. End units that currently have an "L" shaped, solid white vinyl board type fence (6' long, 4' high, 4' deep) on the rear corner of unit for the purpose of hiding trash receptacles, toys, etc. are grandfathered and the fencing will be permitted to remain as is. No other fencing is permitted.

11) Fees for Repeat Violations

Please refer to Fee Schedule

12) Firepits and Flammable Objects

Flammable objects are not permitted **anywhere** on the exterior of the unit, decks and/or patios, or any lawn area. The following are examples of (but not limited to) flammable objects that are not permitted:

Fire pits (including propane), heat lamps (including propane), tiki lamps (even for decorative purposes), candles, charcoal barbeques, smokers, chimineas.

13) Flagpoles

Flying the American flag is allowed, and encouraged, at appropriate times under established guidelines as set forth in the Congressional Record. Flags may be flown for twenty-four (24) hour periods only if lighted at night. Flags, not lighted, must be taken down at dusk and may be flown again at dawn. No other flags are allowed.

14) Landscaping, Trees, Shrubs, Gardens, Lawns, Hanging Plants, Ornaments

Lawn areas must be kept clear at all times of all items (decorations, toys, patio furniture, barbeques, etc.) so that all contractors (landscapers, chemical applicators, and tree trimmers) may perform their duties.

Individual watering of the lawn is NOT PERMITTED. Watering of homeowners flower beds is permitted and is the responsibility of each individual homeowner/resident. Any lawn areas damaged by the homeowners' / residents' neglect, pet waste, etc. must be immediately repaired and/or replaced by homeowners.

Unightly weeds, underbrush and other unacceptable vegetation must be removed. Bushes must be properly trimmed and maintained. Bushes may be no higher than ten (10) feet and windows and doors must be kept clear.

No shrubs or bushes may obstruct the entrance walkways or front view of property.

No objects (trash cans, ladders, toys, etc.) may be stored or otherwise hidden behind bushes in the front of the property.

Vegetable gardens and fruit bearing trees are not permitted.

No trees may be planted ANYWHERE on the property without prior approval. Replacement of bushes, shrubs, annuals, small plants, etc. are considered part of regular maintenance and may be replaced with like or similar as necessary.

ALL EXTERIOR WORK MUST BE SUBMITTED FOR APPROVAL PRIOR TO WORK BEGINNING

All forms submitted to Associa are to be either mailed, faxed, or scanned to one PDF and emailed. Pictures of forms are not acceptable.

New garden bed requests must be accompanied with a design including pictures of the bushes, shrubs, flowers, annuals, etc. and materials for construction clearly outlined.

Small appropriate style statues may be placed in garden beds only and may be no larger than 12" by 12". Approval must be granted for each item. Banners no larger than 12" by 12" may be displayed on hook type poles designated for that purpose.

Hanging plants are allowed in flower beds on shepherd hooks and must be watered and maintained. Flowerpots may be placed on decks or patios.

15) Laundry

NO laundry (including beach towels) may be hung or displayed anywhere on the property at any time.

16) Numbers

House numbers must be clearly displayed at all times in their original location, which is above the front door. Black, brass or pewter numbers are permitted. The rear of each unit MUST HAVE a house number clearly visible to police and firemen in case of emergency. These numbers may be more decorative in nature.

17) Painting (Exterior)

ALL EXTERIOR WORK MUST BE SUBMITTED FOR APPROVAL PRIOR TO WORK BEGINNING

All forms submitted to Associa are to be either mailed, faxed, or scanned to one PDF and emailed. Pictures of forms are not acceptable.

The shutters and front door must be the same matching color. The approved colors are available on the Glen Eagles website (www.gleneaglesview.com). All paint must be purchased at ACE Hardware. Color matching is not acceptable. Homeowners have the option of choosing from the approved colors as long as the color is not the same as the units next door. For those units with six units, only 2 of the same color will be allowed. For those units with eight units, only 3 of the same color will be allowed.

18) Parking & Vehicle Registration

Parking is restricted to designated spaces only and BETWEEN the white lines.

No parking is allowed along curbs or behind other vehicles.

Assigned number spaces are for residents use only. Guest spaces are for guests. Parking decals must be displayed at all times when parked anywhere in Glen Eagles.

All resident automobiles MUST BE registered with the Association. Vehicles not registered or not displaying decals are subject to fines and towing (See Appendix).

19) Pets

Common domestic dogs and cats are allowed and permitted as household pets.

Each household may have TWO (2) of each kind of pets.

All provisions of the Gloucester Township Municipal Code must be strictly observed, and all dogs and cats must be registered, annually, with Gloucester Township. Copies of the annual registration must be provided to the Association. Failure to provide the Association a copy of your annual registration with Gloucester Township by March 30 of the current year will result in daily fines of \$25 a day until copies are provided.

All cats and dogs must also be registered with the Association. Pet registration forms are available on the Glen Eagles website (www.gleneaglesview.com)

Failure to register your pet with the Association provide will result in daily fines of \$25 a day until such registration is provided.

Dogs MAY NOT be tied outside and/or left unattended on decks, lawns, patios, etc. at any time for any length of time.

No dog runs or dog houses are permitted.

Dogs MUST be walked on a LEASH at all times and may not violate other owner's property.

Anyone walking a dog must pick up any waste and dispose of it.

Dogs must be curbed and may not urinate on other owner's property.

Dog waste must be picked up from homeowners' property (rear yard, patios, decks) if they allow their dog to use their property to go to the bathroom.

Cats must be indoor cats. Cats are not permitted to run freely outside. If they are outside, they must be on a leash and the same rules above, pertaining to dogs, are applicable.

The raising and/or breeding of dogs and cats are NOT allowed.

20) Pools, Hot Tubs, Jacuzzis

NONE are allowed anywhere on the exterior of any unit.

21) Public Conduct and Respect of Neighbors

No obnoxious or offensive behavior will be tolerated.

Stereos, TVs, radios, etc. must be kept at a reasonable volume so as not to disturb neighbors.

No permanently mounted exterior speakers are permitted and common courtesy must prevail (NO noise after 11 P.M. per Gloucester Township noise ordinance)

Party tents and children's inflatable bounce houses are permitted but approval must be requested and received from the Association prior to the event.

Fines will be imposed if approval is not requested and received.

Any tent or party items (tables, chairs, etc) are to be confined to the homeowner's property who is hosting the party and not any neighboring properties.

Tents may be erected no more than 24 hours before the party and must be taken down 24 hours after the party has ended.

Any damage incurred to any lawn area as the result of tents, furniture, bounce houses, etc. will be the sole responsibility of the homeowner.

22) Seasonal Decorations

Seasonal decorations (winter, spring, summer, and fall) are permitted.

Holiday decorations may be displayed up two (2) weeks before a holiday and must be removed two (2) weeks after a holiday. The **only** exceptions are Halloween and Christmas. Those decorations may be displayed up thirty (30) days prior to the holiday(s).

Halloween decorations must be removed two (2) weeks after Halloween and Christmas decorations must be removed 2 weeks after New Year's. No decorations may be placed on lawns except at Halloween and Christmas.

Exterior lights on deck are permitted only during the Christmas holiday and must be removed 2 weeks after New Year's.

23) Screened Porches

No permanent screened porches, gazebos, tents or other exterior structures or additions of any kind are allowed.

24) Signs

"For Sale" signs are permitted in the upper windows only and must be the standard size. Two (2) signs are allowed. One (1) in the second story front window and one (1) in the second story rear upper window.

Real estate "open house" signs may be placed at the entrance to the community on the day of the open house and on the front lawn of the property. They must be removed immediately after the open house is over.

Signs that are being displayed for a specific party can be displayed only for the time that the party is being held and must be removed immediately after the party is over.

Security signs are allowed in the front flower bed or in a window.

One campaign sign, no larger than 3' by 5', is permitted to be displayed in the homeowner's flower bed no more than 3 weeks before the election and must be removed 1 week after the election.

No other signs or banners are allowed.

No signs advertising businesses or work being done at a unit are allowed.

25) Solar Panels

ALL EXTERIOR WORK MUST BE SUBMITTED FOR APPROVAL PRIOR TO WORK BEGINNING

All forms submitted to Associa are to be either mailed, faxed, or scanned to one PDF and emailed. Pictures of forms are not acceptable.

Solar panels are permitted. Please view the solar panel application form online and/or contact the property manager prior to installation.

26) Storage Areas & Facilities

NO storage of personal items is permitted on the outside of a dwelling unit. There is no storage (including PODS) allowed in any parking space. All storage must be confined to the interior of the dwelling or in an **approved** storage unit/shed; such as a Rubbermaid storage unit/shed. Storage units/sheds may not exceed 6' height by 4' wide by 4' depth. The color of storage units/sheds must be neutral and compatible or complimentary to the color of the unit. Any unit larger than 6' height by 4' wide and 4' depth will be considered, by Glen Eagles POA, a storage facility and is NOT PERMITTED.

Storage units/sheds should be placed under the deck for those dwellings that have second story decks. For those dwellings that do not have second story decks, the units/sheds should be as close to the dwelling as possible. No storage units/sheds may be placed on decks or at the rear of a property or on a common area anywhere within the fenced parameters of Glen Eagles.

All units/sheds must be submitted for approval prior to placement. Failure to submit a request for approval will result in daily fines and/or removal until a request for approval is received.

27) Storm Doors

ALL EXTERIOR WORK MUST BE SUBMITTED FOR APPROVAL PRIOR TO WORK BEGINNING

All forms submitted to Associa are to be either mailed, faxed, or scanned to one PDF and emailed.

Pictures of forms are not acceptable.

Front storm doors must be full view (with the optional screen split full view) with the color to match the trim (white or almond). The rear door may be full view or half view with the same color scheme as the front door. No stained or etched glass is permitted. Those homeowners who currently have etched glass storm doors are grandfathered in but when the storm door is to be replaced, the current approved storm door is the only storm door that it can be replaced with.

28) Swings, Swimming Pools, and Toys

NO children's swing sets, jungle gyms, or playhouses are permitted anywhere on the lawn.

NO kiddie pools are allowed anywhere on the lawns, patios or decks.

Toys and children's sporting nets are permitted but must be stored OUT OF SIGHT when not in use either inside the home or in an approved storage unit/shed. They MUST be stored out of sight at the end of each day.

29) Trash & Recycling

Trash may not be placed curbside before 4 P.M. the day before pick-up.

Per resolution 2012-004, homeowners that place trash out prior to pick up will be fined \$25 per day. If the homeowner cannot be identified, all homeowners/residents in that unit will be assessed the same fine.

If the trash requires a special pick up (TVs, electronics, appliances, etc.) it is the homeowner/residents' responsibility to contact Gloucester Township Public Works to schedule the pick-up. The item to be picked up must not be placed curbside prior to 4 P.M. the day before pickup. Items that are placed curbside prior to 4 P.M. will be fined \$25 per day. If the homeowner/resident cannot be identified, all homeowners/residents in that unit will be assessed the same fine.

ALL TRASH CANS MUST HAVE THE HOUSE NUMBER on them. Lids must be secured. Trash receptacles must be returned and stored in the rear of the property by midnight of the collection day. The ONLY exception to this is when collection day falls on a holiday and pick up is the following day. If this occurs on a Friday for recyclable collections, the cans must be returned to the rear of the property and then returned on Monday. Recyclable cans that were not picked up on Friday CANNOT be left curbside all weekend.

Trash and recycle cans that are left out after pick-up will be imposed a \$25 fine per day until they are returned to the rear of the property. Please refer to the fines regarding repeat violations.

Those cans that do not have the required house numbers on them will be picked-up and disposed of.

No trash or recyclable receptacles are allowed to be stored anywhere in the front of the house regardless of them being placed behind bushes. Receptacles are only permitted to be stored in the rear of property. NO EXCEPTIONS. Those that store their receptacles in the front of the house will be fined \$25 a day until the receptacle is properly stored in the rear of the property.

HEAVY BLACK OR GREEN TRASH BAGS MAY BE USED IN LIEU OF CANS. WHITE BAGS ARE NOT PERMITTED TO BE PLACED CURBSIDE UNLESS THEY ARE PLACED INSIDE A TRASH CAN.

30) Window Units

No window air conditioning units, fans, or air purifiers, regardless of their size, are permitted in any window at any time.

31) Window Treatments

All window treatments facing the street must have a white or tan backing and may not be sheer. Blinds must be white or natural wood. No other colors may face the street.

32) Wrought Iron Railings

ALL EXTERIOR WORK MUST BE SUBMITTED FOR APPROVAL PRIOR TO WORK BEGINNING

All forms submitted to Associa are to be either mailed, faxed, or scanned to one PDF and emailed. Pictures of forms are not acceptable.

All requests must be submitted with a clear picture of the design, shape and location for placement. No ornamental wrought iron spindles are permitted. They may be painted black or white only.

Property Inspection & Enforcement

Property inspections are done on a regular basis, normally in the spring and/or fall for a minimum of two (2) times per year. Other inspections are done on an “as needed” basis. All inspections are done by a board member and the results will be provided.

Any unit found to be in violation of any of the required maintenance provisions has ten (10) days from the date of notification to respond, in writing, to the property manager, with their concerns and/or the outline of the proposed corrections with a time schedule for completion. (See Forms)

Failure to respond means that there is agreement and application must be made to begin the work.

Results received on the Exterior Maintenance are not approvals for the exterior work that is required to correct the violation. All exterior maintenance and repairs need approval. (See Procedure referring to Exterior Work/Changes)

Failure to comply with the required corrections will result in the following fine structure being imposed:

\$25.00 for each day the violation is not corrected after agreement has been made to do the work.

After thirty (30) days, fines continue, and the Board will seek bids from outside contractors and arrange to have the work completed at the owner’s expense with the addition of a 20% surcharge.

All fines are considered to be the same as assessments and late charges, processing fees, legal fees, towing, etc. shall be enforced in order to assure compliance with the process and the payments.

Disputes may be addressed through the process outlined in the Alternative Dispute Resolution (ADR). (See Appendix)

Board Disclaimer

It is to be understood that the Glen Eagles at Valleybrook Property Owners Association, Inc. Board of Directors is given the clear and reasonable responsibility to maintain the integrity of the Glen Eagles Community. As such, it is incumbent upon said Association to create, promulgate and enforce the Rules and Regulations and to abide by the provisions established in the Governing Documents. Many Rules and Regulations have provisions that are understood or implied as if they were written and are within the purview of the Board to regulate and/or enforce. Failure to specifically word or state a particular concept does not mean that the concept is not enforceable.

Every effort has been made to be as specific and direct as possible in the wording of the Rules and Regulations. Any omission or oversight does not preclude the enforcement of the rules as they may be an implicit understanding that the provision exists.

It is the intention of the Board of Directors to provide the Glen Eagles Community with whatever regulations are necessary to maintain the integrity of Glen Eagles and allow for all residents to appropriately maintain their property values and enjoy the comforts of residing in a fee simple townhouse community.

Requirements To Pass On This Document

This document is designed to be an additional clarification to the original Public Offering Statement(s), Bylaws and Constitution(s) that created the Planned Unit Development (PUD) referred to as Valleybrook Homeowner's Association, Inc. and the Glen Eagles at Valleybrook Property Owner's Association, Inc. It is required to be passed on to a new owner when a property changes hands. Failure to pass on this document will result in the assessment of the established fee for replacement of the document.

Fee Schedule

The following is the schedule of fees that may be collected by the Glen Eagles Association.

\$450.00	Capital reserve payment made by the buyer at settlement
\$250.00	Cost of public offering statement paid by seller if seller does not pass on to the buyer at settlement
\$150.00	Cost of rules and regulations paid by seller if seller does not pass on to the buyer at settlement
\$ 25.00	After a warning of the first violation of any/all rule(s), the fee per day for all subsequent offenses and thirty (30) day suspension of all Glen Eagles membership privileges, including parking privileges in Glen Eagles, for each day homeowner/resident is in violation of the rule.
\$ 30.00	Fee for late payment of Glen Eagles assessment after TEN day grace period for payments due in January, April, July, and October
\$ 55.00	Fee for late payment of Glen Eagles assessment if prior Glen Eagles payment has not been received after the first day of February, May, August, and November. Will continue to be added monthly until payment received.
\$30.00	Fee for late payment of ValleyBrook Home Owners Association after TEN day grace period
\$55.00	Fee for late payment of ValleyBrook Home Owners Association if prior month payment has not been received after the first day of March. Will continue to be added monthly until payment received.
\$ 40.00	Processing fee attached to any late payment of regular assessment(s) after one (1) month
\$ 40.00	Processing fee after late payment of fine (ten days)
\$ 1.00	Per page to copy any document requested by attorneys, homeowners, other authorized person (s) or
\$ 25.00	Per each lost parking decal or for not passing on at settlement

Revised: April 2023

BY LAW CHANGE ALLOWING FOR LAWN MAINTENANCE

Whereas, the Glen Eagles at Valleybrook Property Owners Association, Inc. has been asked by several members in good standing about the possibilities of providing a lawn service for all the unit owners property as well as the common property; and

Whereas the Board of Directors has determined that the only way to do so is to secure a vote from 67% of all members in good standing to effect such a change; and

Whereas the Board has undertaken such a vote by contacting each homeowner in the community and has received the following results:

Number of residential units	138
Number of YES votes	99
Number of NO votes	13
Number of NO responses	26
Number of YES votes ineligible	7
Number of NO votes ineligible	0
Number of NO response ineligible	4
Final Valid YES votes	92
Final Valid NO votes	13
Final Valid NO responses	22
Final Valid eligible voters	127
Percentage of Valid YES votes	72.5%

Whereas this 72.5% of the eligible is sufficient to effect the by law change;

Now be it resolved by the Board of Directors of the Glen Eagles at Valleybrook Property Owners Association, Inc. that the following by-law changes shall read:

Amendment to the Declaration of Covenants, Conditions and Restrictions of the Glen Eagles at Valleybrook Property Owners Association, Inc.

Article VI Section 6.01 (f) (which describes the responsibilities of each unit owner) reads:

“(f) Lawn and Landscaping maintenance of the land pertaining to each unit.”

IS NOW CHANGED TO READ:

“Landscaping maintenance of the land pertaining to each unit.”

ADR RESOLUTION (2004-1)

Whereas, The Board of Directors of the GLEN EAGLES AT VALLEYBROOK PROPERTY OWNERS ASSOCIATION believes that conflicts which arise between Association homeowners and between homeowners and their Association are best resolved by way of negotiation and mediation rather than litigation; and

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

Whereas the New Jersey Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-44(c) requires that "an association shall provide a fair and efficient procedure for the resolution of disputes between individual unit owners and the association, and between unit owners, which shall be readily available as an alternative to litigation."

BE IT THEREFORE RESOLVED that the following ADR procedure is hereby adopted by the Board of Directors of the GLEN EAGLES AT VALLEYBROOK PROPERTY OWNERS ASSOCIATION at its meeting on the 29th day of March, 2004, and shall be added as ADR Resolution 2004-1 in the Appendix of the Association's Rules and Regulations:

ALTERNATIVE DISPUTE RESOLUTION (ADR)

1. **APPLICABILITY.** This ADR procedure shall apply to all housing-related disputes which arise between unit owners, as well as between unit owners and the Association. Although ADR must be offered in all such situations, acceptance of and participation in the ADR procedure is voluntary on the part of all unit owners. This ADR procedure shall not apply to disputes regarding payment of assessments, penalties, fines and fees.
2. **METHOD.** The ADR method to be offered by the Association shall be "mediation". Mediation, unlike arbitration and litigation, is an informal, cooperative, problem-solving approach to conflict resolution. It provides for a neutral mediator to assist the parties in negotiating a settlement of their dispute which is agreeable to all involved.
3. **MEDIATOR.** The neutral party who shall act as the mediator of the aforesaid housing related disputes shall be a panel of residents from the Association or the Master Association known as the "ADR Panel". The panel which will mediate any given dispute shall consist of no less than three (3) but no more than five (5) persons, but nothing shall prevent the overall number of panel members from being greater than five (5) (ie. substitutes and alternates are encouraged). No panel member who has any direct interest or involvement in the dispute to be mediated shall serve as a panel member with regard to that dispute, nor shall any current member of the Board of Directors of the Glen Eagles Association be permitted to serve as a panel member. In the event that

less than three (3) panel members are available to mediate a dispute, the parties involved may agree to allow that panel to mediate the dispute. If all parties do not so agree, the Association shall hire a professional mediator to mediate the dispute, in which event the cost of hiring the professional mediator will be borne by the Association.

4. PROCEDURE

A. DISPUTE BETWEEN UNIT OWNERS

I. Upon formal notice to the Association from a unit owner that a dispute exists with another unit owner, the property manager (or an appropriate representative) shall contact all parties to determine the nature of the dispute and to attempt to quickly and informally resolve the dispute.

II. If the efforts of the property manager (or an appropriate representative) described in (I) above are not successful within three (3) days, formal written notice shall be sent to the parties involved acknowledging that a dispute exists, identifying the nature of the dispute, and offering ADR-Mediation to the parties involved.

III. If a party accepts the Association's offer of ADR-Mediation, that party shall notify the property manager (appropriate representative) in writing within five (5) days. Upon receipt of said acceptance by all parties, an ADR-Mediation hearing shall be promptly scheduled, which shall be held no later than fourteen (14) days from the date that the acceptance from all parties is received.

IV. In a dispute involving more than two (2) parties, if less than all parties agree to ADR-Mediation, the hearing may still go forward only if those parties participating agree that such mediation would be beneficial. In a dispute involving only two (2) parties, if less than both agree to ADR-Mediation, then the Association's offer of ADR will be withdrawn. If the ADR offer is withdrawn and the dispute involves a Rules, Regulations and Restrictions violation of the GLEN EAGLES AT VALLEYBROOK PROPERTY OWNERS ASSOCIATION, the Association will proceed to enforce said Rules, Regulations and Restrictions pursuant to its enforcement powers as outlined elsewhere in the Public Offering Statement (POS) of the Association and as otherwise provided by law.

B. DISPUTE BETWEEN UNIT OWNER AND THE ASSOCIATION

I. In the event a unit owner violates a Rule, Regulation or Restriction of the Association, the property manager (or appropriate representative) shall notify the unit owner in writing of the violation

and request that the unit owner immediately correct the violation. The notice shall also inform the unit owner of the option to resolve the dispute by way of the ADR-Mediation.

II. In the event that a unit owner claims that the Association failed to act properly or has acted improperly with regard to the exercise of its duties, responsibilities and powers, the unit owner shall notify the Association in writing of the claim. The property manager (or appropriate representative) shall investigate the claim and promptly respond to the unit owner in writing, clearly stating the Board's position with regard to the claim. This notice shall also inform the unit owner of the option to resolve the dispute by way of the ADR-Mediation.

III. If the unit owner accepts the Association's offer of ADR-Mediation, he/she must do so in writing to the Association within five (5) days. Upon receipt of said acceptance by the unit owner, an ADR-Mediation hearing shall be promptly scheduled and held no later than fourteen (14) days from the date of the written acceptance by the unit owner.

IV. If the unit owner does not timely respond to the Association's offer of ADR, or affirmatively declines, then the Association's offer of ADR will be withdrawn. In the event the offer of ADR is withdrawn, the Association will proceed to enforce its Rules, Regulations and Restrictions pursuant to its enforcement powers as outlined elsewhere in the Public Offering Statement (POS) of the GLEN EAGLES AT VALLEYBROOK PROPERTY OWNERS ASSOCIATION and as otherwise provided by law.

C. THE MEDIATION HEARING

I. The hearing shall take place at Association's Property Management office or, in the event that office is not available, at a neutral site agreeable to all parties involved.

II. All unit owners involved in the dispute must attend. In disputes involving the Association, the property manager or other designated representative shall attend on behalf of the Board of Directors. Members of the Board of Directors may also attend.

III. The property manager (or appropriate representative) shall designate the particular ADR panel members who shall mediate the dispute, and those members shall attend.

IV. The unit owners involved in the dispute may have legal

counsel present with them at the hearing, although it is not necessary nor required to do so.

V. The conduct of the hearing shall follow these general guidelines (ie. flexibility in the conduct of the hearing is permitted if likely to achieve a positive result.

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

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

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

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

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

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

D. THE RESULT

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

II. In a dispute between a unit owner and the Association, if an agreement which resolves the dispute is reached, it shall be reduced to writing by the ADR panel/mediator and signed by the unit owner and the Board's designated representative. A copy shall be given to the unit owner and to the Board. If an agreement to resolve the dispute cannot be reached at the hearing, and if there is no reasonable prospect of an agreement being reached at a second hearing, the ADR panel shall confer and make a formal written recommendation to the Board of Directors which sets forth findings of fact as it relates to the dispute, as well as a proposed resolution of the dispute. This recommendation to the Board shall be made within five (5) days of the hearing, and a copy shall be sent to the unit owner. The recommendation shall be considered by the Board, but shall not be binding on the Board or on the unit owner.

E. RIGHT TO APPEAL

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

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

III. The ADR panel/mediator shall respond to the aggrieved party's appeal in writing within five (5) days of its receipt of the appeal. A copy of the response shall be served on both parties. In the discretion of the panel/mediator, if another hearing is in order (e.g. to discuss new information bearing on the dispute which was not submitted at the original hearing) the panel shall promptly schedule another hearing which shall take place not more than ten (10) days from the service of the panel's response to the appeal. Thereafter, the procedure shall be as outlined above.

F. COUNSEL TO THE ADR PANEL/MEDIATOR

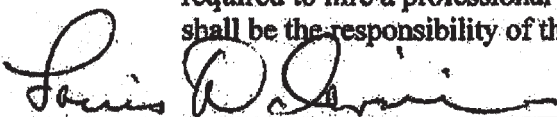

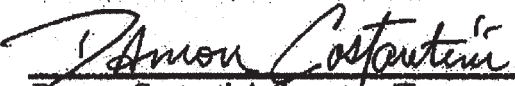
The Association's attorney shall serve as legal advisor to the panel/mediator. The attorney shall serve as a resource to the panel with regard to ADR-Mediation procedure, not as an advocate for one party or the other.

G. CONFIDENTIALITY

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

H. COSTS

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

 Louis Orsini, President	<u>3/29/04</u> Date
 Michael Walton, Vice President	<u>3/29/04</u> Date
 Damon Costantini, Secretary/Treasurer	<u>3-29-04</u> Date