

ABOUT THE ASSOCIATION

The Board of Trustees welcomes you to the Vineyards At Greentree. We would like to take this opportunity to acquaint you with the Vineyards At Greentree Community Association, of which each homeowner in our community is a member.

Our Association was formed as a self-supporting non-profit corporation in the State of New Jersey on August 14, 1985. The Association, as a body, owns certain ground to be used for ingress and egress, parking, open space and drainage facilities. Included on the grounds are a pool, a management office and conference room, a tot lot, tennis courts, and a pond with a walking path. A total of 177 townhouse units make up the Association. It is the Association's responsibility to maintain these areas in a safe and aesthetic condition. In addition, every resident is bound by governing documents (Declaration of Covenants, Easements & Restrictions). Architectural Guidelines have been designed to keep our community attractive and well-maintained. These standards enhance our quality of life as well as the value of our homes. The Architectural Guidelines are included in this homeowner's manual. Copies of the By-Laws & Covenants, which must be kept by each homeowner and transferred to any new buyer, are available through the Management Company at a nominal cost (which covers the cost of copying).

There is an annual Association fee, which is payable on a monthly basis. Association fees are due by the first of each month. A coupon book will be issued for all homeowners mid-June since the fiscal year commences in July. New buyers will be issued coupon books shortly after their settlement. We ask that Sellers do not provide Buyers with their old book, as they are encoded by name for the owner of record

We trust that you will enjoy living in Vineyards At Greentree, and that you will find enjoyment in participating in the community activities that are available to all members in good standing. There are currently several active committees in the Association. For a list of the committees, if you are interested in volunteering your time, or if you have any questions at all, please contact the management company.

GENERAL COMMUNITY INFORMATION

TRASH REMOVAL

- **Regular Trash**

Trash is removed within the community by the Township. They empty at the dumpsters on Monday and Thursday. Trash must be bagged and tied and placed inside the dumpsters. Any overflow must be taken to another dumpster as it will not be picked up if left on the ground.

- **Bulk Pick Up**

The township's contractor currently picks up bulk trash (items such as furniture, mattresses, carpets, etc.) 1st & 3rd Friday of the month. Dates may be obtained by calling the management office or the Public Works Department of the Township (856-983-2798). This pick up is not automatic so it is necessary for the homeowner to contact them and advise that you have bulk items to be removed. Bulk items should be left out by the dumpster the evening before the date of the scheduled pick up. Please do not leave items out days in advance and do not block access to the dumpster areas.

WHITE GOODS

"White goods" such as appliances and large metal items need to be coordinated with Public Works (856) 983-2798. The scheduled day is usually the first Wednesday of the month; however, this is not an automatic pick up. The resident leaving the item must call to schedule and confirm pick up. Please do not leave items out days in advance and do not block the dumpster areas.

RECYCLING

Two sites for recycling bins are located at TWO (2) container sites on Burgundy Drive (8 Burgundy Drive & 43 Burgundy Drive). Recycling in the Vineyards is mandatory! We have no option and must comply with this state law. Our site locations are limited due to the size requirements and the ability of the truck to back into the pick up zones. Please be aware that everyone must cooperate with the recycling requirements. Fines received by the Vineyards from the county will be passed on to the homeowner(s) creating the contamination. If our contract is revoked, we will have to hire a private hauler and pay for the expense that is now provided by the county. We urge everyone to give their utmost attention to and cooperate with this effort.

Paper and cardboard must be flattened and placed in the dumpster marked for this purpose. Cans, plastic bottles (with code number 1 or 2) glass bottles/jars can be commingled in the plastic drums. Do not put items inside bags in the recycling containers. If you have not received the recycling guidelines, please call the office. These guidelines are attached at the end of the manual.

ABOUT THE MANAGEMENT COMPANY...

Mamco Property Management Company (hereafter referred to as "Mamco") has been retained by your Board to administer the functions and services of the Association. The Association utilizes your monthly maintenance fees to cover the costs of maintaining and insuring the common elements (swimming pool, tot lot, community center, common grounds), including landscaping & snow removal, and management of the Association.

Mamco's financial management services assure control and overall fiscal integrity. We have an Emergency Response Program that is available seven (7) days a week, twenty-four (24) hours a day. All managers, as well as the trained staff of professionals, can be paged in case of emergency.

Mamco can be reached by phone, which has twenty-four hour emergency message capability, at (856) 273-8483. The office hours are 9:00 - 3:00 P.M., Monday through Friday. Please send all correspondence to: (please see next page)

Vineyards At Greentree H.O.A.
c/o Mamco Management Company
P.O. Box 668
Mt. Laurel, NJ 08054
E-Mail: mamco@mamcomgmt.com

PLEASE MAKE YOUR MONTHLY DUES CHECKS PAYABLE TO "VINEYARDS AT GREENTREE HOA." DON'T FORGET TO INCLUDE YOUR UNIT NUMBER ON YOUR CHECK AND REMIT IT ALONG WITH YOUR COUPON EACH MONTH.

A \$20.00 late fee will be charged to any homeowner whose total monthly Association dues are not received fifteen (15) days after they are due. This fee will be in addition to the monthly dues, and will be charged for each thirty (30) days the dues are late.

A \$20.00 processing fee for checks returned for insufficient funds will be charged in addition to any late fees incurred.

ASSOCIATION DUES ARE DUE AND PAYABLE EVERY MONTH.

All dues payments should be sent directly to the address indicated on the coupon book.

WHO IS RESPONSIBLE FOR DOING WHAT

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

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

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

YOUR RESPONSIBILITIES AS A HOMEOWNER

You are responsible for your home and its maintenance. If anything in or outside your home requires service or repair you must do the work or arrange to have it done. This includes the interior and exterior and includes for example, but not limited to, sidewalks, roof, siding, windows and trim, structural components, outside of townhome, front steps, rear yard, snow removal on sidewalks, and the plantings located on the townhome lot. You are also responsible for adherence to the Rules & Regulations established by the Association. An Architectural Review Committee is established by the Association to develop guidelines for any architectural additions or changes. You are responsible for your individual tax bill and an individual bill for sewerage services. Each unit will be separately metered for gas and electricity.

THE ASSOCIATION'S RESPONSIBILITY

Your Association is responsible for maintenance and upkeep of all common areas, including landscaping and snow removal, pool and tot lot. Snow removal includes plowing, salting, and sanding the streets as needed. We ask that you prepare in advance by moving cars into their proper parking spaces to make the roadways accessible. Snow and ice removal from the sidewalks is the sole responsibility of each homeowner and must be done within 24 hours of the snowfall.

The Association is also responsible for the conduct of the Association's business in general and finally, the administration of the governing documents of the community, including but not limited to the Declaration of Covenants, Easements, and Restrictions, By-Laws, and Architectural Guidelines, and any regulations established by the Association.

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

BOARD OF TRUSTEES

The Vineyards At Greentree Community Association is governed by a seven (7) member Board of Trustees. According to the Declaration and By-Laws, the Board is responsible for the administration and management of the property including but not limited to: maintenance of the grounds owned by the Association, collection of the assessment, creation and enforcement of rules for the good of the community and its property, enforcement of the Declaration of Covenants, By-Laws and Regulations, entering into contracts to provide for the necessary services required, hiring of employees, and keeping accurate books and records.

Trustees serve staggered two-year terms without compensation. General business is conducted and members of the Board of Trustees are elected at the Annual Homeowner's Meeting. Board meetings are currently held on the third (3rd) Monday of every month. If there is a change in this schedule, homeowners will be notified. Residents are encouraged to attend.

The Board of Trustees has established various committees to assist in the conduct of its business, including the Architectural Review Committee.

RESPONSIBILITIES OF THE MANAGING AGENT

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

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

ASSOCIATION DUES

The Common Elements of the Vineyards At Greentree Community Association's expenses, maintenance and other obligations shall be paid for by all homeowners through the monthly assessments. The annual assessment is established by the Board of Trustees. The assessments are determined for each unit based on total anticipated cost of operating the community.

Checks should be made payable to "Vineyards At Greentree HOA." Please include your unit number on your check. ASSOCIATION DUES ARE PAYABLE ON THE FIRST OF EACH MONTH.

Delinquent accounts are handled in the following order:

1. Management issues a delinquency letter after the account is fifteen (15) days delinquent. A \$20.00 late fee will be charged each month for past due balances.
2. Management and/or attorney issues a second delinquency letter which advises that the following actions will be taken if payment is not received within thirty (30) days of the first delinquency letter (account would be approximately 45 days delinquent at this point):
 - a) Action to collect principal amount owed.
 - b) Action to collect late charges assessed.
 - c) Action to collect interest assessed.
 - d) Action to collect accelerated amount due.
 - e) Suspension of rights as an Association Member.
 - f) Filing of a lien.
 - g) Notification to mortgagee of Association's intent to foreclose the lien.
 - h) Action to collect all collection costs.
 - i) Suspension of the Homeowner's privilege to use and enjoy Common property (swimming pool, etc.).
3. Management and/or an attorney will begin the collection process as described above if full payment is not received within seven (7) days. At this point, account will be approximately three (3) months delinquent.

You will receive coupon books in mid-June for the following fiscal year (which is July 1 - June 30). A \$20.00 processing fee for checks returned for insufficient funds will be charged in addition to any late fees incurred.

CAPITAL CONTRIBUTION & ADMINISTRATIVE FEES

By regulation of the Declaration of Covenants, Easements Restrictions of the Vineyards At Greentree Community Association, each new owner is required to make a one-time payment to the Association of two monthly payments to be deposited into the Operating Account. The Board is required to allocate a portion of all working capital collected per fiscal year to a reserve fund. This reserve fund will be utilized in the event of a major expense. The Board will work together to determine the necessity and extent of such repair work.

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

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

ARCHITECTURAL REVIEW COMMITTEE (ARC)

The Architectural Review Committee (ARC) consists of three (3) members appointed by the Board of Trustees to serve for a one-year term without compensation. ARC's responsibility is to assure that the community is maintained in a manner:

- providing for visual harmony and soundness of repair;
- avoiding activities harmful to the aesthetic or property values of the community;
- furthering the comfort of the townhome owners, their guests and lessees; and
- promoting the general welfare and safety of the community

In addition, ARC will be responsible for:

- review and approval of plans and specifications for additions, alterations, or changes to structures; and
- review and approval of plans for planting and removal of trees and shrubbery.

ARCHITECTURAL GUIDELINES

The Board and ARC thought it appropriate to go over some of the basic rules and regulations contained in the Master Deed and By-Laws contained in the governing documents of the Vineyards At Greentree Community Association, Inc.

Members of the Architectural Review Committee (ARC) are appointed by the Board of Trustees to regulate the exterior design, appearance, use and maintenance of the Community in accordance with records and guidelines contained in the Declaration, By-Laws or Rules and Regulations or as otherwise adopted by the Board.

No owner may make any structural additions, alterations or improvements to the exterior of the townhouse and/or property without the *PRIOR* written application to and approval by the ARC and/or Board.

Any action, ruling or decision of the ARC may be appealed to the Board pursuant to the by-laws.

All fences, patio, storm doors and many landscaping projects require written approval from ARC prior to any work being done. The Board & ARC will process these applications quickly and the homeowners will be informed **in writing** of approval or denial of their request. We have contacted the Township Building Inspector to notify him that under no circumstances should a Township permit be issued for fence or patio without prior approval of ARC and/or Board. Please be sure that each application includes your name, address, and phone number and detailed diagram of proposed work on the ARC request form. Failure to secure ARC Approval may result in fines, suspension of work or correction to improper work performed.

A. FENCES * - Requires Approved ARC Application

1. Applications
 - a. A diagram showing fence location on property including location of gate(s).
 - b. A photocopy of your survey.
 - c. Acknowledgment by the Homeowner that the fence will be in compliance with all ARC regulations.

2. Fence specifications
 - a. Natural cedar three (3), or four (4), or six (6) inch board on board fence.
 - b. Pressure treated posts with flat tops.
 - c. Fences are not to be painted or stained. A clear sealant for cedar may be used.
 - d. All fences must have a gate along the rear property line (See note at end of fence section).
 - e. Fences must be kept in good repair.
 - f. Fences starting at the rear wall of the house must run 12 feet out from the house at a height of six (6) feet. Thereafter, the fence must be at a height of four (4) feet to the rear property line (see Diagram "A" attached).
 - g. Fences starting from the rear wall of the exterior storage closet must run six (6) feet from the closet at a height of six (6) feet. Thereafter, the fence must be at a height of four (4) feet to the rear property line (see Diagram "B" attached).
 - h. Fence sections at the rear property line must be four (4) feet high.
 - i. End units
 - II. Fence sections must run from the rear corner of a house out toward the side property line at a height of six (6) feet. Over the last 4-6 feet of this distance, the fence section must slope in a straight line to a height of four (4) feet, ending at the side property (see Diagram "C" attached).
 - III. End units may have a gate which faces the front of the property line if the gate conforms to the dimensions specified above (i.e., the gate must be part of the six (6) feet high section or sloping section).
 - j. Partial Fences are allowed for the purpose of providing privacy between two adjacent houses. The partial fence must conform to only the dimensions of the six (6) feet high section of the complete fence specification (see Diagram "D" and Diagram "E")
 - a. Stain Colors for fences are Semi-Transparent Olympic Honey Gold, Red Wood Natural Tone, Cedar Natural Tone.

* NOTE: The forgoing regulations apply to all units in the Vineyards At Greentree development with the following exceptions due to either a zoning ordinance and/or by request of the Evesham Township Fire Marshall.

0. #1 through #8 Claret Court: The rear fence line must be ten (10) feet in toward house from the rear property line. All other previously stated fence specifications apply.
0. #1 Merlot Court, #37 and #43 Burgundy Drive: These units must have a front or side facing gate in addition to a gate along the rear property line. All other previously stated fence specifications apply.

A. STORM DOORS – Requires Approved ARC Application

1. Applications must state style and color of door to be installed and its location (front or rear). See Color Chart for the proper color for the front storm door or back storm door.
1. Back Storm door must match interior door, black or beige.
2. Front Storm door must match front door and match color chart.
4. Storm Door may either be full view glass or half glass with double panel bottom (no scallops).

I. LANDSCAPING – Requires Approved ARC Application

1. Applications must include a diagram of proposed landscaping showing as location on your lot and the type of trees and/or shrubbery to be used.
2. Landscaping Specification
 - a. Front and Side Yards
 - . Flowers may be planted in existing beds along your house and in the mulched areas around trees.
 - II. Existing beds may not be removed, expanded or new beds added in front or side yards.
 - III. Trees may not be added in front or side yards. Diseased, damaged & or dead trees must be replaced with a similar type of tree and in the same location.
 - IV. Shrubs may be added to the existing beds to fill gaps. Diseased, damaged or dead shrubs must be replaced with similar type. Shrubs may not be removed to create an area for plants.
 - V. Edging material may be used to separate the grass from the bed, however, the edging may be no more than 6" above the ground level.
 - VI. Grass in front and side yards can not be removed to be replaced with any other type of material.

- VII. Existing beds can only be covered with mulch or ¼" or less size stone.
- VIII. Landscape lights permitted only in **flower beds** in front and side of home.
- IX. Homeowner is responsible for upkeep of trees, bushes, flowers, etc. on their property.

b. Rear yards

I. Unfenced Yards

Prior approval is required for any planting of shrubs or flowers beyond 14 feet from the rear wall of the house. Within 14 feet of the rear wall of the house any planting beyond a few isolated shrubs or small bed of flowers requires prior approval. Flowers may be planted in mulch around existing trees beyond 14 feet from the rear wall. Diseased, damaged or dead trees or shrubs must be removed. No other landscaping changes are permitted without prior written approval.

II. Fenced Yards

Planting of all trees requires prior approval. Shrub and flower planting is at the owner's discretion provided that growth remains below the fence line. Vegetable gardens are permitted providing their total area does not exceed 50 square feet and no plants exceed four feet in height. Diseased, damaged, or dead trees or shrubs must be removed.

D. PATIOS – Requires Approved ARC Application

An application for patios should include the following:

1. A diagram showing the proposed patio and rear yard including:
 - a. Dimensions of the backyard.
 - b. Dimensions of the patio.
 - c. Description of the materials to be used in construction.
 - d. Maximum height above grade.
2. A Photocopy of your survey
3. Acknowledgement by homeowner that the patio erected will be in compliance with ARC regulations.

Patio Specifications

1. Patios may be up to the full width of the house.
0. No patio may extend beyond half the distance from the rear wall of the house to the rear property line.
0. No patio may extend more than 14 feet from the rear wall of the house.
0. No patio may rise more than eight (8) inches above the grade.
5. All patios, regardless of construction employed, must be kept in good repair.
6. No wood decks are permitted under any circumstances.

CAUTION: Any patio, patio/landscape area, or yard modifications that adversely affect drainage could result in the homeowner being liable to his or her neighbors for water damage and/or being required by the Township to modify or remove such structure at the expense of the homeowner.

Please be aware of the fact that our patio specifications are more lenient than those of the Township. The Township's regulations on patios regarding townhouses are:

- minimum lot area 2,000 square feet
- maximum impervious cover ratio is 45% (house and patio must not exceed 45% of total property)

Evesham Township requires zoning permits for all fence and patio installations prior to beginning work. Permit applications can be obtained from the township zoning office. Along with the one page zoning permit application, you will be asked to submit a photocopy of your survey, a drawing of your proposed work (the same information required by the ARC), along with a letter of approval from ARC. The fee is still \$10.00. Zoning permits are usually approved in five working days.

E. PORCH SPINDLES – Requires Approved ARC Application

1. Application to replace spindles should state type of replacement spindle to be used if different than original spindles. All spindles on porch must match, therefore, you need to either replace all spindles at once or replace broken or rotted spindles with existing type.
2. New replacement spindles can be obtained by taking a sample to a local lumber yard for duplication (e.g. Dubell Lumber)

F. ALUMINUM CAPPING – Requires Approved ARC Application

1. Application to cap existing trim must be the approved manufacturer (Alsco) and color as specified on the Vineyards Color Chart.
2. All uncapped trim and shutters must be painted the color of new capping. (Color can be computer matched by your local paint dealer).

G. REAR STEPS – Requires Approved ARC Application

1. Application for approval by ARC must state exact dimensions of steps and description of material to be used for steps.

H. PORCHES – FRONT – Requires Approved ARC Application

1. Porch decks should be stained using semi-transparent stain The following colors are acceptable: Olympic Honey Gold, Red Wood Natural Tone, Cedar Natural Tone.
2. Wood siding can be painted to match existing siding or capped trim color with written consent of ARC.
3. Approved, non-wood material may be used. See color chart for material specifications.

I. WINDOWS – Requires Approved ARC Application

1. Replacement windows must exactly match the existing windows.
 - a. Replacement windows exterior color must be brown
 - b. Windows that are currently a 60/40 split can be replaced with 50/50 split window with the same pane distribution to match the upper level of residence.

J. ROOFS – Requires Approved ARC Application – See Color Chart For Manufacturer, Type & Color

A. GARDEN GAZEBOS & AWNINGS – Requires Approved ARC Application

(See Attached Specifications For Details)

L. SATELLITE DISHES – Requires Approved ARC Application

Satellite dishes (used for television reception) may be mounted **only** at the rear of the residence, either on the shed roof, or the bay window roof (if one exists). No other location will be approved.

SPECIFICATIONS FOR RETRACTABLE AWNINGS

The Board of Trustees of the Vineyards of Greentree Association requires that the following specifications be met regarding the installation of retractable awnings by homeowners of property in the Vineyards at Greentree development.

As described in Webster's New World College Dictionary, an awning is a structure of canvas, metal, etc. extended before a window or door or over a patio, deck, etc. as protection from the sun or rain.

Any homeowner that wishes to install an awning, must first submit an ARC application to the management company, outlining what is to be done, including the make, colors and submit a brochure of the product and follow the rules pertaining to the ARC application explaining your request. The ARC will review the application and decide upon approval or denial of the request.

All homeowners wishing to install a retractable awning on their property must meet the following criteria:

- Only retractable type awnings can be installed – no permanent awnings are allowed, and no metal awnings allowed.
- All retractable awnings must have housing, mechanisms and moveable parts that are of rust proof materials and must have a hood or cover that matches the dwelling.
- All retractable awnings must be engineered certified to withstand wind and wind gusts based on frame projections and meet or exceed local/state requirements.
- All retractable awnings, must be installed by a dealer certified installer – **NO HOMEOWNER INSTALLATION IS ALLOWED** because of weight load and safety restrictions.
- All retractable awnings must be of solid colors only and match the exterior / trim of the home as closely as possible. No striped awnings are allowed
- All retractable awnings must be motorized for extension and retraction and have a manual override ability to extend and retract the awning.
- All fabric material for retractable awnings must carry a five (5) year minimum guarantee on fabric material. Faded, ripped or damaged awnings must be replaced if noted during yearly inspections.

RETRACTABLE AWNINGS (continued)

Retractable awnings can be extended and used on any day where the temperature is 55 degrees Fahrenheit or higher

Retractable awnings must be retracted when the residence is unoccupied and or after 11:00 PM.

Retractable awnings can be used during the period of Daylight Savings Time.

Upon sale of the residence, the current homeowner must remove the awning if the new owner so desires and return siding to original condition.

SPECIFICATIONS FOR CANOPY/GARDEN GAZEBO

The Board of Trustees of the Vineyards of Greentree Association requires that the following specifications be met regarding the installation of a canopy/garden gazebo (hereinafter referred to as "gazebo") by homeowners in the Vineyards at Greentree.

As described in Webster's New World College Dictionary, a gazebo is a freestanding roofed structure usually open on the sides. A canopy is a structure of canvas on a framework sheltering an area or forming a sheltered walk to the entrance of a building, or a drapery, awning, or other roof like covering fastened above a bed, throne, etc. or held on poles over a person or thing.

Any homeowner that wishes to install a gazebo must first submit an ARC application to the management company, outlining what is to be installed, including make, model, and color, along with a brochure of the product. The ARC will review the application and decide if the gazebo meets the necessary specifications, thus giving their approval or denial of the request. Rejections will be given an explanation, and the homeowner may then resubmit their request with the necessary changes.

All homeowners wishing to install a canopy on their property must meet the following criteria:

- No permanent canopies are allowed. Only fabric coverings are allowed, and must have frames and parts that are of rust proof materials.
- All canopies must be able to withstand wind and wind gusts based on frame projections and meet or exceed local / state requirements.
- All canopies must be installed by a dealer certified installer.
- Canopies can be no wider than half the width of the rear of the home excluding storage shed and cannot extend more than the canopies width ie: If a home is 28 feet wide then the canopy can be 12 X 12 or 10 X 10 or 14 X 14 - not 16 X 14 or 14 X 16.
- Canopies cannot be situated so that they extend further than 14 feet from the rear wall of the residence, including storage sheds.
- The fabric covering the canopy must be of solid colors only and match the exterior / trim of the home as closely as possible. No striped canopies are allowed.
- All canopies must be secured to a patio so as to prevent them from blowing away in the wind.

CANOPIES/GARDEN GAZEBOS (continued)

- All fabric material for canopies must carry a five (5) year minimum guarantee on fabric material. Faded, ripped or damaged covers must be replaced if noted during yearly inspections.
- Upon sale of the dwelling, the current resident must remove the canopy and repair any damage to the patio if the new owner so desires.
- Canopies can be raised and secured during the period of Eastern Daylight Savings Time, after which they must be taken down and stored until the following season. This is meant to allow conformity within the community since canopies are visible 24 hours per day.

PROCEDURES FOR SUBMITTING ARC APPLICATIONS

1. The Application must be in written form. Applicants are encouraged to be as specific as possible, including drawings or pictures if necessary. Failure to include the pertinent information will delay any finding on the application, since the Committee will be forced to request further information.
2. The Committee meets once each month. Applications should be submitted at least ten days prior to the beginning of each month to the Management Agent.
3. If the Committee fails to approve, modify or disapprove in writing the application within forty-five (45) days of its submission, approval shall be deemed granted. Any interested person may appeal an adverse decision within forty-five (45) days to the Vineyards At Greentree Community Association Board of Trustees which may reverse or modify such decision.

The Board of Trustees of the Community Association may appoint a committee to periodically review the foregoing protective covenants and to regulate the external design, appearance, use, location and maintenance of the Community and of improvements thereon in a consistent manner with the Community Declaration of Covenants, Easements, and Restrictions and to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

The Board of Trustees of the Community Association has adopted guidelines for the committee's use, and copies of same may be obtained from the Association. All changes to the exterior of a Townhome or to a Townhome Lot must be approved by the Committee. Any Townhome Owner desiring to make a change to his Townhome or Townhome Lot will first submit a written application for this committee to review. The application should include detailed plans of the proposed change. In the event that the committee fails to approve or disapprove such design and location within (45) forty-five days after said plans and specifications have been fully submitted to the committee, then the owner shall submit an additional written request to the Board of Trustees. If the Board fails to take action on such additional written requests, approval will not be required, and the provisions of this section shall be deemed to have been waved with respect to such structure, addition, alteration or change.

**VINEYARDS OF GREENTREE COMMUNITY ASSOCIATION
ARCHITECTURAL REVIEW COMMITTEE (ARC) APPLICATION
FOR IMPROVEMENTS OR CHANGES TO MY RESIDENCE**

Name: _____ Date: _____

Unit #: _____

Address if Owner If Unit Is Investor Owned:

Home Phone: _____

Work Phone: _____

DESCRIPTION OF PROPOSED IMPROVEMENT, CHANGE, ADDITION, OR ALTERATIONS.

All exterior modifications to your home must adhere to the specifications as set forth in the “**Vineyards Color Chart**”. If you are uncertain as to the proper color of the roof, paint, porch, doors, etc., please call Mamco Management Co. @ 856-273-8483 X222 (Lynne Scotko). You can also find this information on our website (www.greenvineyards.com)

Mail to: Mamco Property Management, PO Box 668, Mt. Laurel, NJ 08054, ATTN: Lynne Scotko

ARC ACTION: APPROVED _____ DISAPPROVED _____ DATE* _____

BOT ACTION: APPROVED _____ DISAPPROVED _____ DATE* _____

***NOTE: Approved requests expire after 180 days. If work is not completed within this time, you must resubmit a new request.**

ASSOCIATION RULES & REGULATIONS

1. There shall be no obstruction of the Common Property nor shall anything be stored on or upon the Common Property without the prior written consent of the Board of Trustees.
15. No exterior loudspeakers other than those contained in portable radios or television sets shall be permitted. Non-covered flood lamp or unshielded floodlights may not be installed in any exterior area of any Townhouse or any balcony, patio or terrace appurtenant thereto without the prior written permission of the Board of Trustees.
20. No portion of the Common Property shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers or other designated receptacles provided by the Community Association for regular collection.
7. No Townhouse Owner shall burn, chop or cut anything on, or about the Common Property.
8. Nothing shall be done or kept in or upon the Common Property which will increase the rate of insurance of any Townhouse or Building or the contents thereof beyond the rate applicable for Townhouse units without the prior written consent of the Board of Trustees.
9. No Townhouse Owner shall do anything to or upon the Common Property or keep anything in or upon the Common Property which will result in the cancellation of insurance on a Unit or Building or the contents thereof, or which will be in violation of any law.
10. No Townhouse Owner shall permit anything to be done or kept in or upon the Common Property which will result in the cancellation of insurance on any Townhouse or Building or the contents thereof, or which will be in violation of any law.
11. All sidewalks and walkways throughout the Property shall be used for pedestrian traffic only.
12. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand unattended in any portion of the Common Property.

13. Nothing shall be done in or upon the Common Property so as to permit or create any noises that will unreasonably disturb or annoy the occupants of the Townhouses or unreasonably interfere with the rights, comfort or convenience of Unit Owners.
14. No Townhouse Owner shall use or permit to be brought into or onto the Common Property any inflammable oil or fluid, such as but not limited to, gasoline, kerosene, naphtha, or benzene, or explosives, fireworks or articles deemed extra hazardous to life, limb or property, without, in each case, obtaining the prior written consent of the Board of Trustees.
12. No Townhouse Owner shall plant, place, prune, or remove trees or shrubs in or on the Common Property without the prior written consent of the Board of Trustees.
1. Any damage to any portion of the Common Property caused by minor children of Townhouse Owners or guests, invitees or licensees of Townhouse Owners shall be repaired at the expense of such Townhouse Owners.
14. Parents or Guardians shall be held responsible for the actions of their minor children and their guests.
1. Draperies, blinds, curtains or other window coverings must be installed by each Townhouse Owner on all windows of his Townhouse and must be maintained in said windows at all times. That portion of any such window coverings installed by any Townhouse Owner and which is visible from the exterior of a Townhouse must be beige or white. All front doors shall be of the same color as existing doors (see color chart contained herein).
16. Clothespoles, clotheslines or other devices for the hanging or drying of clothes shall not be installed or maintained, temporarily or permanently, on any portion of the Common Property. No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Property, nor shall anything be hung, painted or displayed on the outside of the windows or placed on the outside walls or outside surfaces of doors of any of the Buildings and no signs, shutters, satellite dishes or antennas shall be affixed or placed upon the exterior walls or roofs or any part. (See Interim Rules & Regulations governing Installation of Antennas.)
17. Dogs, cats or other common household pets are permitted to be kept within a Townhouse, provided that they are not kept, bred or maintained for any commercial purpose; however, in no event shall more than two (2) household pets per Townhouse be allowed absent prior written approval from the Board of Trustees. Pets shall not be permitted to run free, and must be curbed.

18. No outside pens, runs, yards or other devices for harboring animals shall be permitted to be installed or maintained, temporarily or permanently on any portion of the Common Property.
1. No Townhouse Owner shall cause or permit any clothes, sheets, blankets or laundry of any kind or any signs or other articles to be hung or displayed on the outside of windows or placed on the outside window sills, walls or balconies of any Townhouses or Buildings, terraces, patios, or any parking areas.
1. No business where the nature of the business requires Townhome visits by clients to conduct a business transaction shall be permitted to be conducted in any Townhouses.
2. No obnoxious or offensive activities shall be carried on, in or upon the Property or in any Townhouse nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents or which interferes with the peaceful possession and proper use of the Property by its residents.
3. Nothing shall be done to any Townhouse which will impair the structural integrity of any Building or which will structurally change a Building. No owner may make any structural additions, alterations or improvements in or to his Townhouse without the prior written approval of the ARC.
4. Vehicle Parking - Parking rules, regulations, and definitions regarding commercial vehicles, boats, trailers, campers, mobile homes, recreational vehicles, inoperable vehicles, unregistered vehicles and oversized vehicles follow:
 - a. Recreational vehicles shall not be parked anywhere on the premises. A recreational vehicle is defined as: any boat or boat trailer, any motor home, or other self-contained camper, any camper slip-ons where the camper backs are higher than twelve (12") inches above the roof line of the cab of the truck, any mobile home, trailer or fifth wheel trailer, any pop-up camper/tent trailer or other similar recreation-oriented portable or transportable facility or conveyance.
Any other recreational vehicle not defined above which could not be used normally or regularly for daily transportation shall not be parked anywhere on the premises. This category includes dune buggies, mopeds, non-operative motor vehicle collections, or other motor vehicle equipment not licensed for use on the highways of New Jersey (e.g. dirt bikes, off-road motorcycles, racing vehicles, ATVs, etc.)

- b. Commercial vehicles shall not be parked on the premises overnight. Overnight is defined as any time between 10:00 PM and 6:00 AM. A commercial vehicle is defined as any vehicle with a rated carrying capacity of 1500 pounds (3/4 ton) or more, any vehicle, regardless of capacity, which displays advertising lettered thereon, or affixed by magnetic sign, or which is licensed as a "For Hire" vehicle. Commercial vehicles include any vehicle that has commercial signs or advertising or commercial equipment (including merchandise, tools, parts, materials or products e.g. ladders, ladder racks, tool boxes excluding mounted toolboxes, lumber, pipe, etc.), visible, or advertises for rent, lease or contract services, and any private, public, school or church bus. Vehicle owners wishing to use their truck beds as storage may apply to ARC or Board for approval of bedcover.

Commercial vehicles shall not include automobiles, mini-vans, or similarly sized trucks operated by a governmental agency.

- a. Inoperable (junk) vehicles shall not be parked anywhere on the premises. Junk vehicles are defined as any motor vehicle, trailer or semi-trailer in a visible state of disrepair; or that cannot be operated in its existing condition because the parts necessary for operation such as, but not limited to, tires, windshield, engine, drivetrain, driver's seat, steering wheel or column, gas or brake pedals have been removed, destroyed, damaged or deteriorated; or that displays obvious body damage, rust, or deterioration.
- b. Unregistered vehicles shall not be parked anywhere on the premises. An unregistered vehicle is defined as any vehicle that is not currently lawfully registered for operation in any state, district or territory of the United States of America.
- e. Oversized vehicles shall not be parked anywhere on the premises. An oversized vehicle is defined as any vehicle that cannot be contained by a single standard-sized Vineyards of Greentree parking stall in terms of either length or width (a vehicle may not be parked such as to significantly infringe on the sidewalk in order to avoid the length restriction); or that has a ground clearance higher than that of a typical sport-utility vehicle (e.g. Chevy Blazer, Jeep Cherokee, Nissan Pathfinder, Ford Expedition, Lincoln Navigator, etc.).

- f. Two vehicles (i.e. car and motorcycle) may park in the same parking stall provided that the motorcycle is parked parallel as close as possible to the curb and that the rear of the car does not extend in length beyond the end of the parking stall. Motorcycles may not park or be stored on patios, porches, lawns, walkways, or in yards.
 - g. Applications for an exception to these parking rules and regulations may be submitted to the Architectural Review Committee for consideration. In reviewing such applications, the Architectural Review Committee may consider, among other things, the appearance of the vehicle, advertising (size, quality, appearance, suitability, etc.), and total concealment from view of all associated commercial merchandise, tools, parts, materials, products, equipment, etc.
 - h. Fines - (a) Vehicles in violation of parking rules and regulations will receive one (1) warning from the Association and written notification to be placed in Homeowner's file. All subsequent violations within 15 days, will result in a \$25.00 fine to be assessed against the homeowner and vehicle will be towed at the owner's expense without further notice.
1. Designated parking is in effect.
 - . All units are assigned two (2) numbered spaces for their exclusive use. These spaces are to be used by the homeowner corresponding to the respective number at all times and by visitors to that unit during times the homeowner is not utilizing the space. Homeowners of other numbered units or visitors to homeowners of other numbered units may not use another unit's numbered space without the unit homeowner's permission.
 - . There are unassigned spaces spread throughout the community which have been designated "Visitor." The number varies from court to court and along each area of Burgundy. The visitor spaces are totally unassigned and may be used by anyone in the community. However, guidelines have been adopted by the Board. The unit owner's spaces must be utilized first. The Visitor spaces are on a first come, first serve basis. Spaces cannot be reserved. If a numbered unit space is empty for longer than two hours, while the unit owner is parked in a visitor space, the numbered space becomes the Visitor space.
 2. No Townhouse shall be rented by the Owners or otherwise utilized for transient or hotel purposes, which shall be defined as:
 - a. rental for any period less than one year; or,
 - a. any rental if the occupants of the Townhouse are provided customary

hotel services, such as room service for food and beverages, maid service, furnishing laundry and line, and bellboy service.

1. No Owner may lease less than the entire Townhouse. Copies of all leases must be furnished to the Association prior to the commencement of the term.
2. Backyard Storage - The following items are acceptable to be kept on or adjacent to the patio - all other items should be stored when not in use:
 - a. Barbecue equipment
 - b. Patio furniture (cushions & umbrellas should be stored inside for winter season)
 - c. Children's toys (stored inside when not in use)
 - d. Firewood must be stored on an elevated rack, adjacent to rear of house, not exceeding a height of four (4) feet.

It is the Homeowner's responsibility to move items onto the patio on days of lawn maintenance.

Front Porch Storage - Up to a quarter cord of firewood may be stored on an elevated ring or rack. No toys, bicycles, scooters, baby carriage or other personal items shall be left on the porch.

3. Holiday Decorations visible to the exterior are permitted to be displayed. However, they must be removed in a timely manner.
29. No real estate sign "for sale" or "for rent" may be posted on common property except for an "open house". The open house sign may be posted the day before the open house and must be removed the evening of the conclusion of the open house. Signs may only be posted at one or both of the main entrances.
30. In order to obtain manual swimming pool passes, residents have to be current with their Association fees. A copy of the current lease for rental properties must be on file with the office. An annual "Owner/Resident Information & Pool Registration" form must be completed.
31. The tennis court is strictly for tennis. Children must be supervised.
32. The tot lot is located across from the pool. The tot lot is for the children of the community. Children must be supervised at all times in the tot lot. Tot lot is intended for use by children between the ages of 2 -12. Pets are not permitted.
0. No signs are permitted to be placed within the property lines of the

townhome or on any Common Property. This includes contractor's signs, or any signs not approved by the ARC.

34. Pet Policy

a. REGULATION FOR PET CONTROL:

Only two (2) pets are allowed per townhouse. Pets must be kept on a leash when outside a fenced yard. Pets are not permitted to roam outside the of the resident's property boundaries. An animal whose behavior becomes a nuisance is a violation and fines may be imposed. Pets must be leashed and accompanied by their owners, at all times. Staking of pets is prohibited. All leashed pets must be under control of the Owners at all times. This is a State Law!

b. All defecation from pets must be collected from common areas, along wooded areas, on the property of other homeowners & your own property, etc., bagged and disposed of in the owner's trash.

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

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

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

FINE - \$50

SECOND COMPLAINT: Occurrence - Penalty- If a second complaint is received in writing, a second letter will be sent to the Homeowner informing him/her of a meeting date with the Board of Trustees which he/she is required to attend to have the opportunity to argue his/her case. If the homeowner does not attend the Board hearing, he/she has given up their right of Due Process and the Board will make a decision on the violation. FINE - \$75

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

35. Satellite Dishes

- . Satellite dishes (used for television reception) may be mounted **only** at the rear of the residence, either on the shed roof, or the bay window roof (if one exists). No other location will be approved.

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

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

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

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

PROCEDURES FOR HANDLING VIOLATIONS AS NOTED ON MANAGEMENT INSPECTIONS

In the event that Management Agent notices any violations of the Rules & Regulations on its site inspections, the following procedures have been approved by the Board of Trustees.

1. Management Agent performs site inspections of the property on a regular basis. Any maintenance items and violations of the Rules & Regulations are noted.
2. An "Inspection Report" is generated from the hand-written notes taken by the property manager or property administrator.
3. Work orders are issued for any maintenance, problem which is the responsibility of the Association. Warning letters (violation letters) are issued to the respective owner(s) if an infraction is noted. If the unit owner is an investor and if the investor has provided information regarding the tenant, a copy of the violation letter will be issued to the tenant as well. If the investor owner has not provided Management with any tenant information, the unit owner will be the recipient of the violation letter. Please keep in mind that the unit owner is responsible for the actions of his tenant.
4. The unit owner will have thirty five (35) days to rectify the problem. If the problem has not been corrected within this time frame, the homeowner is requested to attend a Board meeting before a fine is imposed, via certified and regular mail.
5. The unit owner will have the opportunity to request a hearing within ten days should they wish to contest the fine. This request should be issued to the Management company in writing. If a hearing is not requested, the fine will remain on the account as imposed.
6. If a hearing is requested, the Board of Trustees will preside at the hearing. A representative from the Managing Agent (Complainant) and the alleged violator (Unit Owner and if applicable, Tenant) must be present. The Board

of Trustees will hear both sides and a decision will be reached as to whether to impose the fine.

See Sample Repair Violation Notice Letter (attached).

Date

Name of Owner
Address
City, State, Zip

RE: REPAIRS VIOLATION NOTICE

Dear Homeowner:

As you are aware, the purpose of the Vineyards At Greentree Homeowner's Association's governing documents is to provide a review function to preserve and enhance the appearance and the value of our properties and the community as a whole.

Your property is in violation for the following:

Example: Fascia needs painting

Please be advised that you have thirty-five (35) days from the date of this letter to make the required repairs or modifications or have a signed contract indicating a reasonable start date for repair to be made. If the repairs are not made, the Board will impose a \$25.00 per day fine until the violation is abated. Fines will begin on the 35th day of the date of this letter.

Extensions for repairs will not be granted unless approved by the Board of Trustees.

Should you dispute the validity of this violation, please contact management within ten (10) days of this notice.

Repairs completed should be reported to management to avoid further actions taken by the Board. If this is an oversight on your part, we hope that this letter will serve as a friendly reminder.

VINEYARDS AT GREENTREE

www.greentreevineyards.com

4/6/2008

Sincerely,

Board of Trustees
Vineyards at Greentree Homeowners Association

PET POLICY COMPLAINT FORM

NAME OF PET OWNER:

ADDRESS OF PET OWNER:

DATE, TIME AND PLACE OF OCCURRENCE:

NATURE OF COMPLAINT:

WITNESSES (if any):

WITNESSES ADDRESSES:

SIGNATURE OF COMPLAINANT:

ADDRESS OF COMPLAINANT: ***

DATE: _____

****The identity of the person making the complaint will be kept confidential.*

RENTAL & LEASING POLICIES

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

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

If such notice is not remedied within said (30) day period, then the Unit owner shall immediately thereafter, at its own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violations or any other reason justifying cause under state law. Such action shall not be compromised or settled without prior written consent of the Association.

- E. By acceptance of a deed to any Unit, each and every Unit owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this Section 9. In the event that the Unit owner fails to fulfill the obligations contained in the foregoing sub-paragraph, then the Association shall have the right, to institute and prosecute such action attorney-in-fact for the Unit owner at the Unit owner's sole cost and expense, including all legal fees incurred for any violation by the lessee of the rules and regulations described in the Declaration of Covenants, Conditions and Restrictions and the By-Laws of the Association and other documents referred to herein and for any justifiable cause under state law.
- F. The foregoing costs and expenses shall deem to constitute a lien on the particular Unit involved and collection thereof may be enforced by the Association pursuant to Article 5, Section 8(c) (ii) of the Declaration.

The lease must also give the tenant the right to pay any assessment not paid by the Townhome owner and, provided that the assessment does not exceed the rent paid by the tenant, the tenant can deduct this payment from his rent.

All lease agreements between a Townhome Owner and a tenant shall contain the provisions set forth in Declaration of Covenants, Easements, and Restrictions, By-Laws, etc.

The Townhome Owner by leasing his Townhome surrenders his right to use the Townhome Common Areas, and such right shall be automatically transferred to the tenant.

RENTAL SIGNS ARE STRICTLY PROHIBITED ANYWHERE IN THE COMMUNITY.

INSURANCE

INSURANCE PROVIDED BY THE ASSOCIATION

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

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

INSURANCE TO BE PROVIDED BY UNIT OWNERS

Each unit owner should purchase a homeowners policy to cover physical damage to the building structure, contents including clothing, furniture, etc. This policy should also provide liability protection within the unit. Most policies have limitations on jewelry, furs, silverware, etc. These can be insured specifically and should be discussed with your agent.