

FAIRWAYS AT LAGUNA OAKS CONDOMINIUM ASSOCIATION
Architectural Modifications and Exterior Property Rules & Regulations
April 2024

INTRODUCTION

The Rules and Regulations have been established to preserve the character of Fairways at Laguna Oaks as a high-quality planned community. The Fairways at Laguna Oaks Condominium Association's Rules and Regulations, limitations and conditions incorporate those contained in the Master Deed and By-Laws. These restrictions maintain external architectural consistency, visual and esthetic harmony, and soundness of repair to avoid activities deleterious to the aesthetic and property values of the Community.

It is the homeowner's responsibility to thoroughly familiarize himself/herself with the contents of the Rules and Regulations, the Master Deed and the By-Laws. The Rules and Regulations contained herein are not all-inclusive and are subject to periodic amendments, revision, and distribution.

All exterior changes, modifications and improvements require the express written approval of the Board of Directors prior to starting a project. Changes to previously approved work also must be submitted in writing prior to proceeding. Application forms are available on-line or through Management. Completed application forms must be delivered to Management who will then forward them to the Board of Directors. Most applications must include explicit design details and measured, to-scale drawings. The Board of Directors reserves the right to apply limitations or restrictions as they deem necessary. **Failure to obtain written approval of an exterior change will result in a fine of \$100.00 per occurrence.**

ALL requests for exterior modification must be submitted to DiLucia Management for HOA Board approval. Please take the following into consideration when preparing your submission:

1. Patios are limited to 300 square feet and shall be contiguous with the rear of the unit and shall be wider (parallel to the unit) than long (perpendicular to the unit).
2. Landscaping along the rear edge of an approved patio (parallel to the home) cannot extend more than three (3) feet from the rear edge of the patio.
3. Landscaping perpendicular to the rear of the home cannot extend beyond the rear edge of an approved patio or, in the event of landscaping as set forth in paragraph 2 above, may extend an additional three (3) feet to square off the area. (See Exhibit A as an example of an allowed landscaping plan)
4. Homes constituting end units may also landscape parallel to the side of the unit extending no more than four (4) feet from the side of the unit. In the event that an end unit has approved landscaping perpendicular to the rear of the home as set forth in

paragraph 3, above, the four (4) foot side landscaping bed shall be extended from the end of the home to the end of the perpendicular bed.

5. All plantings must be maintained to a height of no more than four (4) feet.

6. The maximum total square footage allowance for rear exterior modification for interior units, including maximum patio of 300 square feet, is 420 square feet total. The maximum total square footage allowance for rear and side yard exterior modifications for end units, including maximum patio of 300 square feet, is 480 square feet total.

7. Driveway pavers of a material, dimension and color that is consistent with and compliments the exteriors of the unit may be installed parallel to the driveway from the sidewalk to either the beginning of any existing planting bed or to the unit's access sidewalk (the walkway from the driveway to the front door) on the one side and the unit's front exterior wall on the other side. The width of the paving strip shall be no more than 18 inches.

8. Homeowners are responsible for maintenance of any areas they landscape. Our landscaping maintenance contract does not cover weeding, mulching or trimming of any area landscaped by the homeowner. These areas must be maintained to the same standards as the front areas that are managed by our contract.

- 1. The Common Property** – The Common Property shall be used only for the furnishing of the services and facilities for which they are reasonably intended, and which are incidental to the use and occupancy of the Homes.
- 2. Obstruction and Storage** – There shall be no obstruction anywhere within the entire community, nor shall anything be stored in or upon the community unless expressly permitted in writing in advance by the Board of Directors. Residents are permitted to place moving pods and dumpsters in their driveway only for a one week period. The Board of Directors must be notified via Management.
- 3. Use of Common Property** –
 - (a) No Owner or Occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Common Property unless approved in advance by the Board of Directors or its designee.
 - (b) Applications to improve or modify the Common Property are subject to the Rules and Regulations.
 - (c) The Association reserves the right to require the removal or modification of any project at the expense of the Owner.
- 4. Structural Changes and Exterior Modification** – Nothing shall be done in or to any home, or on, in or to the Common Property, that will impair the structural integrity of any Home, or which will structurally change any Home. In addition, no Owner shall have the right to paint, decorate or otherwise change the appearance of the exterior of his Home or any portion of the Common Property without the prior written consent of the Board of Directors.
- 5. Use of any Home** – All units (except those owned by Developer) shall be used primarily as private single-family residence and such other uses as may be permitted under the zoning ordinances of the Township of Middle provided that

no business, trade, or similar activity, may be conducted in any such Unit, except that an Owner or occupant residing in any such Unit may conduct “discreet business activities” within the Unit so long as the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside of the Unit; the business activity does not involve regular visitation of the Unit or door-to-door solicitation of residents; and the business activity is consistent with the residential character of the Property and does not violate the restrictions set forth in the Master Deed. Examples of “discreet business activities” include, but not limited to, computer-based telecommunications, telecommuting, and literary, artistic, or craft activities. The Board may restrict any business activities that it determines interfere with the enjoyment or residential purpose of the Property in its sole and absolute discretion.

- 6. Animals** – No animal may be kept, bred, harbored, or maintained in any Unit except not more than two (2) customary household pets, as defined by the Board of Directors. No unit owner shall permit any dog to cause any injury to any persons or other animals, or to cause damage to any Common Elements or any property of any other Unit Owner. Dogs must always be leashed and kept under control so as not to disturb the peace of residents. No animal is permitted to be tied outside or left unattended on any Common or Limited Common Elements for any prolonged period of time. The Board of Directors may, by resolution, further limit the type of pets that may be kept or maintained in a Unit should the Board determine that any particular type or breed constitutes a safety or health risk to other owners. The Board may prohibit the keeping of specific malicious breeds, in which event the owners of any malicious breed may be required to remove it from the Condominium within 30 days of the effective date of the resolution. Unit Owners are required to immediately remove any waste by his or her pet on any Common Element and dispose of it in his or her sanitary containers. Any failure to do so shall result in the imposition of monetary fines by the Association.
- 7. Clothes Poles** – No clothes poles or lines shall be installed or maintained. No clothes, sheets, blankets or laundry of any kind or other articles may be hung or displayed on the outside of windows or placed on the outside windowsills, walls or balconies of any Unit or in any part of the Common Elements.
- 8. Parking** – Driveways and garages are to be utilized by unit owners for the primary parking of their vehicles and not for storage.
Vans (other than the non-commercial passenger vans), mobile homes, trailers, boats, trucks or commercial (whether or not registered as a commercial vehicle with the State Department of Transportation) vehicles shall be permitted to be parked outside on the Property only on a day-to-day temporary basis in connection with the servicing of the Condominium itself.
- 9. Garages** – No unit owner shall be permitted to convert any garage area within his or her Unit to living space. This restriction cannot be amended without the written consent of the Township of Middle. Garage doors shall be kept closed at all times when a vehicle or person is not entering or leaving the garage.
The common parking spaces located throughout the community are intended for guests and visitors to the units and for use on a temporary basis only.
- 10. On Street Parking** – No on-street parking of any kind is permitted.

- 11. Outdoor Storage Sheds** – No outdoor storage facilities and/or sheds are permitted on any portion of the Property. This restriction cannot be amended without the written consent of the Township of Middle.
- 12. Trash** – Trash, garbage or other waste and recyclables shall be kept in trash cans or other sanitary containers as may be designated by resolution of the Board and/or required by the Township of Middle and must be stored in the garage of the Unit, with the exception of placement outside for weekly or more frequent collection, in accordance of the Township of Middle’s regulations and the Rules and Regulations which may be promulgated by the Association.
- 13. Television, Radio Antennas** – Except as hereinafter provided, or as otherwise required by law, no radio, television or tower, pole, mast antenna or similar structure shall be erected on any part of the building or common elements nor shall any drilling into any of the Common Elements (which includes any part of the exterior of a Building) be permitted without the prior written consent of the Board of Directors. These devices may be located wholly within areas of which the Unit Owner has the exclusive use, such as a patio or deck, if applicable. The total number of these devices may not exceed the number necessary to receive the desired service. Any such installation shall further be conducted in accordance with applicable state and/or federal law and in such a manner so as to permit the safe use thereof.
- 14. Retractable Awnings** – Retractable, fabric, self-storing awnings are permitted on the rear of the home over the patio. Installation of a retractable awning must be approved prior to installation. The approved colors are a navy blue and white stripe or beige and white and on those units which have brown, tan, or clay siding, black and brown stripe. The maximum allowable width is 14’ or less. No installation on the roof would be accepted.
- 15. Paint** – Unit Owners or occupants shall not paint or otherwise decorate or change the appearance of any portion of the exterior of any Unit, without the prior, written consent of the Board of Directors. Any required painting to be performed by the Unit Owner to any part of the exterior of his or her Unit shall conform to the original colors of the building or to any such colors which may be specified by the Association.
- 16. Fences** – No fences shall be permitted within any of the yard areas throughout the Property, except for any privacy fences installed by Developer or Builder.
- 17. Patios and Landscaping** – Patios must be maintained free of clutter and any furniture used on any patio must be designed for outdoor use and must be maintained in good repair and condition at all times. All patio furniture must further be in colors that compliment the exterior colors of the buildings. During any storm event, all patio furniture must be removed from the patio by the Unit Owner and stored in his or her Unit. Outdoor furniture must not obstruct landscape maintenance. The allowable size of patios is 300 square feet and shall be contiguous with the rear of the unit and shall be wider (parallel to the unit) than long (perpendicular to the unit). An application to modify or install a patio must be submitted to Management for approval by the Board of Directors. (see additional exterior modification policy regarding patio, landscaping, and driveways on page 1 and 2)
- 18. Planters** – Any planters displayed on any part of the Limited Common Elements must be maintained in good condition by the Unit Owner.

- 19. Birdfeeders and Birdhouses** – Birdfeeders and Birdhouses are permitted only in the rear of the home, providing they don't create a nuisance. Bird feeders and birdhouses may not be attached to or hung from the home or street trees. Ground feeding of any species of bird or animal is prohibited.
- 20. Arbors, Lattice Fencing and Trellises** are prohibited.
- 21. Signs**- Until the last unit held by Developer, Landowner or Builder in the normal course of business is sold, no sign of any kind shall be permitted upon a Unit or placed within Unit that is visible on the exterior or upon the Common Elements, excluding those signs installed by Developer or Builder, except pursuant to the Rules and Regulations now or hereafter adopted by the Board. After the last Unit held by Developer, Landowner, or builder in the normal course of business is sold, the Board may determine the permitted use(s) of signage within the Condominium.
- 22. Flags** – One American flag may be flown from a flagpole bracket attached to the Home. The maximum size of the flag must not exceed 3 feet by 5 feet. In-ground poles are prohibited. Small decorative American flags may be placed in the landscape beds.
- 23. Barbecue Grills and Fire Pits** – Fire Pits are allowed, but only with natural gas or propane. No wood! Barbecue grills with natural gas, propane and electric are allowed and must be 10 feet from the building as designated by the Middle Township Fire Department.
- 24. Landscape** – No Owner, tenant, lessee, or private contractor shall change the size, composition, and configuration of flower beds, nor erect landscape walls or borders without prior written approval of a landscape plan and drawing by the Board of Directors. Size of flower beds, landscape walls, shrubs and trees shall be limited by size and configuration; snow removal; selection of species whose root systems and mature size will not endanger structural integrity of any Home or common area, underground utilities, or irrigation system. (see [additional exterior modification policy landscaping found on page 1 and 2](#))
- 25. Common Irrigation System** – Any alteration, i.e., expansion of patio, may require adjustments to the irrigation system. Common irrigation heads must be located outside of garden beds and intended to water the turf areas only. Only a licensed and insured irrigation contractor may perform this work. A Certificate of Insurance naming the COA as additional insured must be submitted with the application.
- 26. Ornaments, Garden Décor and Shepherd Hooks** are restricted to within the mulch beds and limited to two within a single bed.
- 27. Pergolas** – Pergolas are not allowed.
- 28. Dryer Vents** – A resolution passed by the Board of Directors states that unit owners will be responsible for the cost of the regular inspection and cleaning of their dryer vents and hoses and for ensuring that said inspections and cleanings take place. This will be done on a two-year schedule and the first required cleaning is to be in the third quarter of 2022. A written inspection certificate or report which indicates that the unit's dryer has been inspected, cleaned and/or repaired, and is in good working order is to be sent to Management. Self-certification is acceptable and the attached self-certification form must be sent to Management. Failure to comply shall result in a fine of \$100.00 assessed

against the unit owner for each month of non-compliance after September of the year to be inspected.

29. Rental of Units – A unit may be rented by the owner(s) of such unit for a term of six (6) months or more. Units may not be rented by the owner(s) more than twice in any 12-month period. See First Amendment to the Public Offering Statement, Article XI, Restrictions 11.01 (cc).

30. Heat - All Units must be heated to the extent necessary to prevent damage from freezing temperatures during the months of October through April, inclusive, regardless of whether or not occupied. Any Owner failing to heat his or her Unit adequately shall be assessed for the costs of any damage caused to any portion of the Condominium due to his neglect, or if such damage is insured by the Condominium Association, for any deductible or other amount not received by the Condominium Association from the proceeds of the insurance.

Failure to obtain written approval before making exterior changes to your home will require a post-application fine of \$100.00 to be attached to the application.

31. Rules, Regulations, Violations and Fines – The Board of Directors is empowered to adopt and publish such Rules and Regulations as may be necessary to carry out the intent of restrictions established in Article XI, Restrictions 11.01 of the Master Deed and shall have the right to bring lawsuits suffered by the Association as a result of such action to enforce the Rules and Regulations so established. Without limiting the foregoing, to the extent that New Jersey law may permit, the Board of Directors shall further have the right to levy fines for violations of the Governing Documents, provided that the fine for a single violation may not exceed \$100.00.

In the event that any terms and conditions set forth in the foregoing Rules & Regulations differ from those set forth in the Master Deed, the Master Deed shall govern.

SCHEDULE OF FINES

Failure to comply with the Governing Documents will result in the following:

First Offense – A written warning will be mailed to offending party with 30 days or less to correct the violation. The Board retains the right to ask for immediate compliance.

Second Offense – If no response within 30 days (or less) of the written warning, a violation letter will be sent with a \$100.00 fine and 1 day to correct the violation. (The fine will be placed on the homeowner's account.)

Third Offense – If no response within 14 days (or less) of the second letter, a violation letter will be sent and a \$100.00 fine will be placed on the homeowner's account.

If the situation persists after the third notice, fines in the amount of \$100.00 will be assessed to the owner's account every fourteen days (or less).

If after the third offense, the situation has not been resolved, the Board has the authority, as established by the Master Deed, to initiate any or all correct action at the homeowner's expense.

Failure to pay fines will result in lien/liens on the property.

If legal action is required to enforce compliance with the adopted Rules and Regulations and the Master Deed, the homeowner shall reimburse the Association for all court costs and fees, including attorney's fees and administrative fees, incurred by the Association in prosecution of such action.